

HARD ROCK RISING®

The Global Battle of the Bands 2014

COMPLETE OFFICIAL RULES

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

1. **CONTEST PERIOD/ENTRY DEADLINES:** The Hard Rock Rising® The Global Battle of the Bands 2014 contest ("Contest") begins at 10:00am Eastern Time USA ("ET") on January 6, 2014 and ends at 4:00pm ET on May 12, 2014 ("Contest Period"). The Entry Period, Entry Deadline, Fan Voting Periods and Judging Periods are described and defined in the table below and in the Section noted. See Section 3 below for details on how to enter.

Timeline*	Description
10:00am ET on January 6, 2014 – 4:00pm ET on January 27, 2014	ENTRY PERIOD: See Section 3 below for how to enter.
4:00pm ET on January 27, 2014	ENTRY DEADLINE: Any Band that has not submitted fully completed Entry Materials (as defined below) in the manner set forth in these Official Rules so that they are received by Sponsor by this date and time will not be eligible to compete and will be disqualified.
10:00am ET on February 3, 2014 – 4:00pm ET on February 17, 2014	FAN VOTING PERIOD #1 (Selection of Local Bands): See Section 5 below.
February 24, 2014 – April 22, 2014	JUDGING PERIOD #1 (Selection of Local Finalists): See Section 6 below.
10:00am ET on April 28, 2014 – 4:00pm ET on May 7, 2014	FAN VOTING PERIOD #2: (Selection of Global Finalists): See Section 9 below.
May 8, 2014 – May 11, 2014	JUDGING PERIOD #2 (Selection of one (1) Grand Prize Winner and two (2) Runner-Up Winners): See Section 10 below.
May 12, 2014	One (1) Grand Prize Winner and two (2) Runner-Up Winners announced

* All dates are based on Eastern Time (USA).

The list of participating Hard Rock Cafe locations (each a "Participating Location") is as follows:

	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Europe:			
Barcelona, Spain	8	1	9
Berlin, Germany	8	1	9
Cologne, Germany	8	1	9
Dublin, Ireland	8	1	9
Edinburgh, Scotland	Combined with Glasgow, Scotland Hard Rock Cafe location		
Glasgow, Scotland	8	1	9
Helsinki, Finland	8	1	9

Istanbul, Turkey	8	1	9
Lisbon, Portugal	8	1	9
London, England	8	1	9
Madrid, Spain	8	1	9
Mallorca, Spain	8	1	9
Malta, Malta	8	1	9
Manchester, England	8	1	9
Marbella, Spain	8	1	9
Moscow, Russia	8	1	9
Munich, Germany	5	1	6
Paris, France	8	1	9
Prague, Czech Republic	8	1	9
Tenerife, Spain	8	1	9
United States:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Atlanta, Georgia	10	2	12
Atlantic City, New Jersey	8	1	9
Baltimore, Maryland	8	1	9
Biloxi, Mississippi	10	2	12
Boston, Massachusetts	10	2	12
Chicago, Illinois	8	1	9
Cleveland, Ohio	14	2	16
Dallas, Texas	10	2	12
Denver, Colorado	8	1	9
Detroit, Michigan	8	1	9
Foxwoods, Connecticut	8	1	9
Hollywood, California - Hollywood Blvd	10	2	12
Hollywood, Florida	10	2	12
Honolulu, Hawaii	8	1	9
Houston, Texas	8	1	9
Indianapolis, Indiana	7	1	8
Lake Tahoe, Nevada	10	2	12
Las Vegas Strip, Nevada	10	2	12
Las Vegas @ Hard Rock Hotel	Combined with Las Vegas Strip Hard Rock Cafe location		
Louisville, Kentucky	10	2	12
Memphis, Tennessee	13	2	15
Miami, Florida	Combined with Hollywood, FL Hard Rock Cafe location		

Myrtle Beach, South Carolina	10	2	12
Nashville, Tennessee	10	2	12
New Orleans, Louisiana	8	1	9
New York, New York	3	1	4
Niagara Falls, New York	10	2	12
Orlando, Florida	5	1	6
Philadelphia, Pennsylvania	10	2	12
Phoenix, Arizona	8	1	9
Pittsburgh, Pennsylvania	10	2	12
San Francisco, California	8	1	9
Seattle, Washington	14	2	16
St. Louis, Missouri	8	1	9
Tampa, Florida	8	1	9
Universal City, California	Combined with Hollywood, CA Hard Rock Cafe location		
Washington, DC	8	1	9
Canada:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Toronto	10	2	12
Far East:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Bali, Indonesia	10	2	12
Bangkok, Thailand	13	2	15
Bengaluru, India	10	2	12
Chennai, India	10	2	12
Fukuoka, Japan	8	1	9
Ho Chi Minh City, Vietnam	5	1	6
Hong Kong, China	7	1	8
Hyderabad, India	10	2	12
Jakarta, Indonesia	10	2	12
Mumbai, India	10	2	12
New Delhi, India	10	2	12
Osaka, Japan	8	1	9

Osaka, Japan @ Universal CityWalk	8	1	9
Pune, India	10	2	12
Singapore	8	1	9
Tokyo Roppongi, Japan	8	1	9
Yokohama, Japan	8	1	9
Middle East/Africa:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Dubai, United Arab Emirates	5	1	6
Johannesburg, South Africa	8	1	9
South/Central America:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band (Wild Card Bands)	Total number of Bands to be selected to compete as a Local Band
Bogota, Colombia	8	1	9
Guatemala City	8	1	9
Santiago, Chile	10	2	12
Virtual Cafe:	Number of Bands selected by Fans to compete as a Local Band	Number of Bands selected by Local Contest Administrator to compete as a Local Band	Total number of Bands to be selected to compete as a Local Band
Virtual Café (See Section 3(c) for details)	25	N/A	25

Sponsor reserves the right to add or delete participating Hard Rock Cafe locations at any time, without prior notice.

2. **ELIGIBILITY:** A “Band” is a group of eligible Band Members (as defined below) where the Band meets all of the eligibility requirements set forth in these Official Rules for the Contest (“Official Rules”), including any Local Competition requirements (as defined below), from the date the Band submits its Entry Form (as defined below) up through the conclusion of the Grand Prize Performance (as defined below). A “Band Member” or “Member” is a member of an eligible Band herein who meets all of the eligibility requirements set forth in the Official Rules (including any Local Competition Requirements) from the date his/her Band submits its Entry Form up through the conclusion of the Grand Prize Performance.
 - a) Band Member eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Grand Prize Performance, each Band Member must at all times from the date each Band submits its Entry Form in full

compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Grand Prize Performance:

- i) Be a permanent lawful resident of one of the following countries:
 - (1) Argentina
 - (2) Commonwealth of Australia
 - (3) Belgium
 - (4) Canada (excluding the province of Quebec)
 - (5) People's Republic of China
 - (6) Chile
 - (7) Columbia
 - (8) Cyprus
 - (9) Czech Republic
 - (10) Denmark
 - (11) England
 - (12) Finland
 - (13) France
 - (14) Germany
 - (15) Guatemala
 - (16) Hungary
 - (17) India
 - (18) Indonesia
 - (19) Ireland
 - (20) Japan
 - (21) Malaysia
 - (22) Malta
 - (23) Norway
 - (24) Panama
 - (25) Peru
 - (26) Philippines
 - (27) Poland
 - (28) Portugal
 - (29) Russia
 - (30) Scotland
 - (31) Singapore
 - (32) Spain
 - (33) South Africa
 - (34) Thailand
 - (35) Turkey
 - (36) United Arab Emirates
 - (37) United States
 - (38) Venezuela
 - (39) Vietnam

- ii) Be 18 years of age or older;
- iii) Be listed as a member of a Band in the Entry Form of the Band at the time it enters the Contest;
- iv) Perform/compete only on behalf of one Band;
- v) Be an authentic member of a Band who has regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest;
- vi) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any Local Competition Requirements;
- vii) **Not** be an employee, agent, officer or director of, or a member of the immediate family (parents, children, siblings and spouses, regardless of where they reside) or household (whether related or not) of an employee, agent,

officer or director of any of the Contest Entities. “Contest Entities” are collectively defined as (a) Hard Rock Cafe International (USA), Inc. (“Sponsor”), (b) any restaurant, cafe, hotel and/or casino licensed or franchised by Sponsor or an entity affiliated with Sponsor, (c) any restaurant, hotel, and/or casino franchisee or licensee of Sponsor or one of Sponsor’s affiliated entities, (d) RPMC (“Contest Administrator”), (e) ReverbNation, (f) any judge in this Contest (except a Local Fan Judge or Global Finalist Judge, each as defined herein), and (g) any entity affiliated with the entities/persons described above, including but not limited to affiliated, parent, and subsidiary companies, affiliated advertising and promotion agencies, and vendors or promotional partners associated with this Contest.

viii) **Not** served as a band member in a band that has performed at the Hard Rock Calling Festival in London or won any prizes as a result of participating in any of Sponsor’s previous Battle of the Bands contests in 2009, 2010, 2011, 2012 or 2013.

b) Band eligibility: In order to be eligible to compete in the Contest, win any prize or participate in the Grand Prize Performance, each Band must at all times from the date each Band submits its Entry Form in full compliance with these Official Rules and becomes a Band entrant in this Contest, up through the conclusion of the Grand Prize Performance:

- i) Be a member in good standing of ReverbNation (www.reverbnation.com). See Section 3(b) below for details on how your Band can become a member;
- ii) Have a “home” location of the Band indicated in the Band’s ReverbNation membership profile that is within one of the countries listed in Section 2(a)(i) above. (If the “home” location of your Band indicated in the Band’s ReverbNation membership profile is **not** within one of the countries listed in Section 2(a)(i) above, then you **CANNOT** participate.);
- iii) List all Band Members in the Entry Form of the Band at the time it enters the Contest. Any Band Members not listed at that time are not eligible to participate in the Contest;
- iv) Consist only of Members who are eligible to participate in the Contest in full compliance with the terms of these Official Rules. In the event any Member of a Band is not eligible or is disqualified, then the entire Band may be disqualified;
- v) Consist only of authentic Members who have regularly performed with the Band prior to the Contest i.e., not a manager, agent, technical or administrative support person, spouse, friend, etc. who has not regularly performed with the Band prior to the Contest. Please note that while there is no limit on the number of Band Members, the travel portion of the Grand Prize only provides travel for up to six (6) eligible Band Members. Band Members who are ineligible herein, or who were not listed in the Entry Form, or who are not authentic Members who have regularly performed with the Band prior to the Contest (e.g., managers, agents, technical or administrative support people, spouses, friends, etc.) are not eligible to receive any portion of the Grand Prize;
- vi) Be eligible to participate in the Contest in accordance with, and be in full compliance with, all of the provisions of the Official Rules, including any Local Competition Requirements; and
- vii) **Not** have performed at the Hard Rock Calling Festival in London or won any prizes as a result of participating in any of Sponsor’s previous Battle of the Bands contests in 2009, 2010, 2011, 2012 or 2013.

Eligibility will be determined by Sponsor in its sole and absolute discretion. The Contest is void in the province of Quebec, Canada, all areas outside of the countries indicated in Section 2(a)(i) above, and where prohibited or restricted by law.

3) **HOW TO ENTER:** To enter:

- a) First, each Band must select one (1) representative who shall have full legal authority to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest, and who will be the sole contact person for the Band and all of its Members in all matters related to the Contest (the “**Band Representative**”). A Band Representative must be of an age wherein he/she may enter into legally binding agreements and not be a minor in the jurisdiction in which the Band Representative resides. In the event of any dispute as to the authority of the Band Representative to act on behalf of and legally bind/obligate the Band and each of its Members with respect to the Contest at any time during the Contest Period or prior to the Grand Prize Performance, the Band shall be subject to disqualification at Sponsor’s sole and absolute discretion.

- b) Prior to entering the Contest, if your Band is not already a member in good standing of ReverbNation (www.reverbnation.com) then your Band must join/sign up (at www.reverbnation.com) as an artist/band member of ReverbNation prior to entry. There is no cost to become a member of ReverbNation, nor is there any continuing obligation as a result of becoming a member.
- c) Next, select your Local Competition Site (as defined below).
- i) **If your Band is located within a 100 mile radius of a Participating Location:** If the “home” location of your Band indicated in the Band’s ReverbNation membership profile is within one of the countries listed in Section 2(a)(i) above and is within a 100 mile radius (or its equivalent) of a Participating Location, then you must select that Participating Location as the Band’s Local Competition Site. If the “home” location of your Band indicated in the Band’s ReverbNation membership profile is within one of the countries listed in Section 2(a)(i) above and is within a 100 mile radius (or its equivalent) of multiple Participating Locations, you may select any of those Participating Locations as the Band’s Local Competition Site. You cannot choose a Local Competition Site outside of such radius and you can only choose one Local Competition Site.
 - ii) **If your Band is NOT located within a 100 mile radius of a Participating Location:** If the location of your Band indicated in the Band’s ReverbNation membership profile is within one of the countries listed in Section 2(a)(i) above but is not within a 100 mile radius (or its equivalent) of one or more Participating Locations, then you **must** choose the online Virtual Cafe for Hard Rock Cafe (“**Virtual Cafe**”) as your Local Competition Site. This is an online virtual simulation of a Hard Rock Cafe located at [facebook.com/HardRock](https://www.facebook.com/HardRock) (the “**Virtual Café Facebook Page**”). Please note that Bands who select the Virtual Cafe as their Local Competition Site will not compete at a Participating Location or perform live at a Participating Location.
 - iii) If the “home” location of your Band indicated in the Band’s ReverbNation membership profile is not within one of the countries listed in Section 2(a)(i) above, then you CANNOT participate.
 - iv) The Participating Location (or Virtual Café if applicable) chosen by the Band that meets the applicable criteria above and is included within the Entry Form is referred to herein as the Band’s “**Local Competition Site**”. Under no circumstances may the Band or any Band Member select, compete or attempt to compete at more than one Participating Location or Local Competition Site. Any such actions by a Band or a Band Member will result in the disqualification of any Band involved. Once the Entry Form is submitted online, then the Band may only compete at the Local Competition Site selected in the Entry Form and no other, even if the Band is never selected as a Local Band (as defined below). If your Band is not selected as a Local Band to compete at your Local Competition Site (including the Virtual Café), neither your Band, nor any Member of your Band, can compete at another Participating Location or Local Competition Site (including the Virtual Café). Sponsor reserves the right, in its sole and absolute discretion, to assign Bands to compete at a Local Competition Site other than the one chosen by the Band. In the event any ambiguities, questions or other issues arise as to the applicable radius for a Participating Location or Band, Sponsor shall resolve such ambiguities, questions or other issues in its sole and absolute discretion.
- d) Prior to the Entry Deadline (January 27, 2014), the Band Representative should visit the Facebook page for the Local Competition Site where the Band will be competing (the “**Local Facebook Page**” or the Virtual Café Facebook Page if the Band will be competing there) and click on the Contest tab to receive details on the Contest and see the Official Rules. You must be a member of Facebook in order to access the Local Facebook Page or the Virtual Café Facebook Page. There is no charge to become a member of Facebook. The Band Representative should carefully review the Official Rules of the Contest (including all instructions on performance conditions/restrictions and judging criteria). The Band Representative should print out a copy of the Official Rules at that time for future reference and distribute the Official Rules to all Band Members.
- e) After the Band Representative and each of the Band Members have carefully read the Official Rules and the Band has become a member of ReverbNation, and when the Band is ready to enter the Contest, the Band Representative should visit either the Local Facebook Page or Virtual Café Facebook Page (as applicable) again prior to the Entry Deadline and follow the Contest links to the official Entry Form for the Contest (“**Entry Form**”). The Band Representative must

indicate on the Entry Form the Local Competition Site (including the Virtual Café if applicable) where the Band wishes to compete and perform should the Band qualify as a Local Band (as defined below) and compete at Local Competitions (as defined below).

- f) As part of the Entry Form you will be required to select an **"Audition Song"** from your Band's ReverbNation playlist. This Audition Song must be a file containing an audio recording of an Original Song by your Band. An **"Original Song"** is a song (including any lyrics, music, musical or audio tracks, arrangement and composition) performed by the Band (whether live or in a recording) which is used to participate in the Contest where (i) the song (including any lyrics, music, musical or audio tracks, arrangement and composition) is written and performed solely by one or more eligible Members of your Band who are listed on the Entry Form (and by no other person or entity) and (ii) your Band, or one or more eligible Members of your Band who are listed on the Entry Form, owns and controls all right, title and interest, including copyright, in and to the lyrics, music, arrangement and composition of such song. **The Audition Song cannot be a Cover Song (as defined below) from another band or artist.** The file containing the Audition Song must be in an MP3 128 kbps format and the Audition Song cannot exceed ten (10) minutes in length. No video submissions or other formats will be accepted.
- g) The Entry Form must be completed in full by the Band Representative. Once (i) the Entry Form has been fully completed by the Band Representative, and (ii) the Band Representative has agreed on behalf of the Band and each of the Band Members to all of the Official Rules and the terms and conditions of the Entry Form, then the Band Representative must specify the Audition Song to be selected from the Band's ReverbNation playlist and submit the Entry Form (collectively, the **"Entry Materials"**) in accordance with the instructions on the Local Facebook Page prior to the Entry Deadline. All Entry Materials must be completed and submitted together prior to the Entry Deadline. Failure to (1) fully complete the Entry Form, (2) meet the requirements for the Audition Song, or (3) submit the completed Entry Materials prior to the Entry Deadline, will result in disqualification of the Band and all of its Band Members. Only complete Entry Materials will be accepted. If Entry Materials are incomplete or do not comply with these Official Rules in any manner, the Band and each individual Band Member may be disqualified at Sponsor's sole and absolute discretion.
- h) There is a limit of one Contest Entry Form per Band and per person/Band Member. If more than one Entry Form is received from the same Band, or a Band Member appears on more than one Entry Form, then the applicable Band(s) and Band Member(s) will be disqualified in the sole and absolute discretion of Sponsor.

4. GENERAL REQUIREMENTS:

- a) Each Band, and each of its respective Band Members, agree, warrant and represent that:
 - i) In any instance where the Official Rules of the Contest or the Contest Entities require that the Band submit or perform an Original Song, then such song (including any lyrics, music, musical or audio tracks, arrangement and composition) (1) has been written and performed solely by one or more Members of the Band who are listed on the Entry Form (and by no other person or entity) and (2) the Band, or one or more Members of the Band who are listed on the Entry Form, own and control all right, title and interest, including copyright, in and to the lyrics, music, musical and audio tracks, arrangement and composition of such song;
 - ii) With respect to any of the lyrics, music, musical or audio tracks, arrangements, compositions, or songs performed by the Band during the Contest that are not Original Songs of the eligible Band or eligible Band Members who are listed on the Entry Form (**"Cover Songs"**), the Band has obtained any authorizations required (if any), in advance from all persons or entities having any rights, title and/or interest whatsoever with respect to such Cover Songs in order to perform or otherwise use such Cover Songs during the Contest without violating the rights of any persons or entities. All songs performed by the Band during the Contest, or posted on the Local Facebook Page or on ReverbNation.com and attributed to the Band, or otherwise played or used while the Band is participating in the Contest or Grand Prize Performance (including all Original Songs and Cover Songs) are referred to herein collectively as the **"Creative Materials"**; and
 - iii) The use of Creative Materials as contemplated by these Official Rules will not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.

If a Band or any Band Member is uncertain as to whether they can agree to these representations and warranties, they should confer with their legal counsel or other advisors. Sponsor reserves the right in its sole and absolute discretion to request proof in writing of any necessary authorizations, consents, licenses, assignments or waivers required herein.

- b) Creative Materials may not contain "sampling" from other songs, music, sound effects, or any other elements over which the Band and its Band Members do not have all necessary rights, title and interest, including copyright.
- c) Creative Materials and Band names must be in keeping with Sponsor's positive image. Without limitation, Creative Materials or Band Names that are deemed by Sponsor, in its sole and absolute discretion, to be or to contain offensive profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous content, or which encourages unlawful behavior, or which is hateful, or which is racially, ethnically or otherwise offensive or objectionable, or which portrays the Sponsor in a negative fashion, may be disqualified.
- d) Creative Materials, Entry Materials and Band names must not include brand names, trademarks, trade names, logos or the intellectual property of any third parties without the written consent of the third party, if applicable.
- e) Creative Materials and Entry Materials must be from an identifiable source. Any attempt to create a false identity, to impersonate any person or entity, or to make a false or misleading statement, or misrepresent an affiliation with any person or entity, may result in disqualification.
- f) Sponsor reserves the right at any time, in its sole and absolute discretion, to disqualify a Band that Sponsor believes, in its sole and absolute discretion, is not in compliance with these Official Rules, or which has made a false or misleading statement on the Entry Form or otherwise, and reserves the right to pursue all other rights and remedies available at law in the event of such disqualification.

5. SELECTION OF LOCAL BANDS:

- a) **Competition to be named a Local Band at a Local Competition Site (Other than the Virtual Café)** - In this stage of the Contest, Bands are only competing against other Bands who have been assigned to the same Local Competition Site. For each Local Competition Site, Bands compete to be selected as a Local Band ("Local Band"), thereby qualifying the Band to move on to compete live at the Local Competition Site in an attempt to be selected as a Local Finalist. Local Bands are selected in two different ways. First, Local Fan Judges (as defined below) will select a number of Local Bands for each Local Competition Site by casting votes (via free downloads of the Audition Song by Local Fan Judges from the Local Facebook Page) during Fan Voting Period #1. The number of Bands to be selected by Local Fan Judges at each Local Competition Site is set forth in the chart in Section 1 of these Official Rules. The Bands receiving the highest number of valid votes from Local Fan Judges at each Local Competition Site (up to the number established in the chart above for each Local Competition Site) will each be selected as a Local Band, subject to eligibility requirements set forth herein and compliance with these Official Rules. Additionally, the Local Contest Administrator (as defined herein) for each Local Competition Site may also select one or more Local Bands for each Local Competition Site (in his/her sole and absolute discretion) (each a "Wild Card Local Band") subject to eligibility requirements set forth herein and compliance with these Official Rules. The number of Wild Card Local Bands to be selected by each Local Contest Administrator is set forth in the chart in Section 1 of these Official Rules. **Sponsor reserves the right to increase or decrease the number of Local Bands or Wild Card Local Bands to be selected for each Local Competition Site's live competition at any time, without prior notice, in its sole and absolute discretion.** In the event a Local Contest Administrator selects a Band as a Wild Card Local Band that also received enough votes from Local Fan Judges to be selected as a Local Band, then such Band shall be considered to be a Wild Card Local Band and any votes it received from Local Fan Judges shall not be considered in selecting the Local Bands to be selected by Local Fan Judges. The odds of being declared a Local Band or Wild Card Local Band depend on the number of Bands competing, the skill of the Band and its Band Members, and the skills of other Bands competing at the same Local Competition Site. In the event it is determined that any potential Local Band, Wild Card Local Band or Band Member is ineligible, or fails to appear and/or perform on their scheduled date for the live competition, or is subject to disqualification for any reason, then the potential Local Band or Wild Card Local Band may be disqualified and the Sponsor or Local Contest Administrator (as applicable), in its/their sole and absolute discretion, may elect to

select another Band as a potential Local Band or select the Band receiving the next highest number of valid votes from Local Fan Judges as a Local Band.

- b) **Competition to be named a Local Band at the Virtual Cafe** - In this stage of the Contest, Bands who have chosen the Virtual Café as their Local Competition Site are only competing against other Bands who have been assigned to the same Virtual Café Local Competition Site. Each such Band is competing to be selected as a Local Band for the Virtual Café, thereby qualifying the Band to move on to be judged and possibly selected as a Local Finalist for the Virtual Cafe. Local Bands in the Virtual Café are selected by Local Fan Judges who will select a number of Local Bands in the Virtual Cafe by casting votes (via free downloads of the Audition Song by Local Fan Judges from the Virtual Café Facebook Page located at facebook.com/HardRock) during Fan Voting Period #1. The number of Bands to be selected by Local Fan Judges at the Virtual Cafe is set forth in the chart in Section 1 of these Official Rules. The Bands competing in the Virtual Café receiving the highest number of valid votes from Local Fan Judges (up to the number established in the chart above for the Virtual Cafe) will each be selected as a Local Band, subject to eligibility requirements set forth herein and compliance with these Official Rules. **Sponsor reserves the right to increase or decrease the number of Local Bands to be selected for the Virtual Cafe at any time, without prior notice, in its sole and absolute discretion.** The odds of being declared a Local Band for the Virtual Cafe depend on the number of Bands competing in the Virtual Cafe, the skill of the Band and its Band Members, and the skills of other Bands competing in the Virtual Cafe. In the event it is determined that any potential Local Band or Band Member competing in the Virtual Cafe is ineligible, or is subject to disqualification for any reason, then the potential Local Band may be disqualified and the Sponsor or Local Contest Administrator (as applicable), in its/their sole and absolute discretion, may elect to select another Band competing in the Virtual Café as a potential Local Band or select the Band receiving the next highest number of valid votes from Local Fan Judges as a Local Band for the Virtual Cafe.
- c) **Voting to select Local Bands by Local Fan Judges (For all Local Competition Sites, including the Virtual Café)** - Beginning at 10:00 a.m. ET on February 3, 2014 and continuing up and until 4:00 p.m. ET on February 17, 2014 (“**Fan Voting Period #1**”), each Band’s Audition Song will be posted on the Local Facebook Page or Virtual Café Facebook Page (as applicable) and made available for a free download by Local Fan Judges throughout Fan Voting Period #1 on computers or mobile devices. During Fan Voting Period #1 each Local Fan Judge may vote for his/her favorite Band competing at each Local Competition Site using the Local Band Judging Criteria (as defined below). A vote is accomplished by 1) clicking “Like” on the applicable Local Facebook Page or Virtual Café Facebook Page and then 2) downloading the selected Band’s Audition Song from such Facebook page for free during Fan Voting Period #1 (“**Vote**”). Local Fan Judges may listen to the song before downloading it but it is not required. In order to qualify as a “**Local Fan Judge**”, a person must 1) be a member of Facebook, and 2) be thirteen (13) years of age or older. There is no charge to become a member of Facebook. The Local Fan Judges will judge the Audition Song of the Band, according to the following judging criteria and with the following weight given to each such criterion (the “**Local Band Judging Criteria**”): 1) Musicianship (50%); 2) Voice Talent (30%); 3) Originality (20%). There is no cost to download the Audition Song from the applicable Facebook page in the course of casting a Vote in this Contest. A valid Facebook account for your email address is required in order to Vote/download. Votes generated by invalid Facebook accounts will be disqualified. Automated Votes are prohibited. **You may Vote for as many Bands as you desire (i.e. download songs from as many Bands as you desire) at any Local Competition Site (including the Virtual Café), regardless of where you live, but there is a limit of one (1) Vote/download per each Band per Local Fan Judge and per Facebook account.** (See below for how to submit Bonus Votes.) Any Votes/downloads exceeding that limit will be disqualified. In the event of a tie in the voting, the Local Band(s) shall be selected by the Sponsor, in its sole and absolute discretion. The valid Votes cast by the Local Fan Judges and the decisions of the Sponsor relating to the selection of each Local Band are final and binding.
- d) **Bonus Votes:** Once a Local Fan Judge submits his/her Votes as described above, he/she will be given the opportunity to triple each valid Vote (i.e., add 2 Votes for every Band he/she already Voted for). These Votes are referred to as “**Bonus Votes**”. To earn Bonus Votes, after casting a Vote online, a Local Fan Judge must visit any participating Hard Rock Cafe location during Fan Voting Period #1 and “**Check-in**” with his/her iPhone or Android smartphone which has a QR code scanner or web browser enabled (collectively, “**Smartphone**”). Only Local Fan Judges with operational Smartphones who are members of Facebook can triple their Votes. To Check-in at a Hard Rock Café, a Local Fan Judge should look for the large poster board on display at his/her Local Competition Site with information about this Contest. Then scan the QR code printed on this poster via Smartphone (or if no QR code scanner is installed or the

scanner fails to operate, manually type the cafe's URL into a mobile browser.) Once scanned, the Local Fan Judge will be re-directed to a webpage hosted by ReverbNation. To complete the Check-in process, a Local Fan Judge must select "Grant Current Location" when prompted, then "Connect with Facebook" by signing into Facebook. The system will verify that the user has already voted and will confirm that he/she is in the accepted radius of the Hard Rock Café. The Local Fan Judge will then receive a confirmation message that each of his/her prior valid Votes has been tripled. Bonus Votes are granted to ALL of the Bands that the Local Fan Judge Voted for prior to his/her Check-in at the Hard Rock Café and may not be allocated to certain Bands. **Once a Local Fan Judge has Checked-in once and the Bonus Votes have been cast, that Local Fan Judge cannot Check-in again or cast any additional Bonus Votes. Any Votes cast after the Bonus Votes have been awarded will not be tripled. A Local Fan Judge can only Check-in once and only during Fan Voting Period #1.**

- e) **Selection of Local Band(s) at Participating Locations by Local Contest Administrator** – On or about February 18, 2014, the Local Contest Administrator for each Participating Location will select, in his/her sole and absolute discretion, one (1) or more Wild Card Local Bands (in accordance with the chart set forth in Section 1 of these Official Rules) from Bands competing at that location which placed in the top 50th percentile of votes received from Local Fan Judges to be named as a Wild Card Local Band for such Local Competition Site. The decisions of the Local Contest Administrator relating to the selection of each Wild Card Local Band are final and binding. In the event it is determined that any potential Wild Card Local Band or Wild Card Local Band Member is ineligible, or fails to appear and/or perform on their scheduled date for the live competition, or is subject to disqualification for any reason, then the Band will be disqualified and the Local Contest Administrator may elect, in its sole and absolute discretion, to name another Band as a Wild Card Local Band instead.

6. SELECTION OF LOCAL FINALISTS AT PARTICIPATING LOCATIONS:

- a) **LOCAL FINALIST COMPETITIONS:** Local Bands and Wild Card Local Bands are collectively referred to hereafter, as applicable, as "**Local Bands**". The Contest administrator at each Participating Location ("**Local Contest Administrator**") will conduct a live performance competition amongst all Local Bands selected in accordance with these Official Rules (including those selected by Local Fan Judges and those selected by the Local Contest Administrator as a Wild Card Local Band) that are eligible to compete at that Participating Location in order to determine the Local Band that will be named the Local Finalist for that Participating Location (the "**Local Competition**"). The Local Competition may consist of several qualifying events and/or a finals event, and such events will take place between February 24, 2014 and April 22, 2014 ("**Judging Period #1**"), on such dates and at such times as are established by the Local Contest Administrator. The Local Contest Administrator will advise the Band Representative of each Local Band of any and all Local Competition requirements (including but not limited to the competition format, the number of songs to be performed, the number of performances, and the schedule for the competition) (collectively, the "**Local Competition Requirements**"). Should a Local Band fail to comply with all such Local Competition Requirements, or fail to appear for the Local Competition on such date(s) and at such time(s) as are established by the Local Contest Administrator, then such Local Band shall be disqualified. **Prior to performing at any event at a Participating Location during the Local Competition, each Band Member of each Local Band will be required to complete and sign a hard copy of the Entry Form for the Local Band (including the associated declaration/affidavit of eligibility on behalf of the Local Band and each of its Band Members), and the associated rights/publicity/liability release on behalf of the Local Band and each of its Band Members. Failure to return an Entry Form including all of the above elements that is signed by all Band Members by the deadline established by the Local Contest Administrator may result in the Local Band being disqualified from participating in the Contest and any events at the Participating Location.** Although each Local Band Member must be 18 years of age or older to participate in this Contest, if a Band Member is deemed a minor in his/her country, state, territory or province of residence, then the parent/legal guardian of such minor must sign any documents required in these Official Rules on behalf of such minor.
- b) **LOCAL FINALIST JUDGING:** Each Participating Location will establish its own format for the Local Competition in the sole and absolute discretion of the Local Contest Administrator. While the Local Contest Administrator will advise the Band Representative of the format for each Local Competition Site, common formats include competitions where (i) Local Bands perform over a series of events and the Local Band with the highest overall score wins, or (ii) Local Bands perform over a series of qualifying events and the Local Band(s) with the highest score(s) at each event (or with the

highest overall scores) go(es) on to compete in a finals event. During each event at a Local Competition, each Local Band will perform such number of songs and types of songs as may be required by the Local Contest Administrator. At each such event the Local Band's performance will be judged by a panel of qualified judges to be selected by the Local Contest Administrator in its sole and absolute discretion (collectively, the "**Local Judges**"), which may include professionals in the music, radio or recording industry, and/or other persons selected by the Local Contest Administrator. The persons serving as Local Judges are subject to change at any time at the Local Contest Administrator's sole and absolute discretion. The Local Judges will judge each performance of each Local Band, according to the following judging criteria and with the following weight given to each such criterion (the "**Local Finalist Judging Criteria**"): 1) Musicianship (30%); 2) Voice Talent (20%); 3) Originality (20%) 4) Stage Presence (20%) and Fan Reaction/Appeal (10%). Upon the completion of all Local Competition Requirements, the one (1) Local Band at each Participating Location with the highest total score for the applicable event(s), as determined by the Local Judges in their sole and absolute discretion using the Local Finalist Judging Criteria, will be declared the Local Finalist for that Participating Location (a "**Local Finalist**"), subject to confirmation that the Local Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules and the Local Competition Requirements. The odds of being declared a Local Finalist depend upon the number of Bands competing at each Participating Location and the skill of each Band and its Band Members. No more than one (1) Local Finalist will be selected at each Participating Location. In the event of a tie, the Local Band from among the tied entries with the highest cumulative score in the first judging criterion (i.e., Musicianship) described above will be declared the Local Finalist. In the event of a tie using the tie-breaking criterion, the Local Contest Administrator will select the Local Finalist in their sole and absolute discretion. The decisions of the Local Judges and the Local Contest Administrator relating to the selection of each Local Finalist are final and binding. In the event it is determined that any Local Band or Band Member is ineligible or is subject to disqualification for any reason, then the Local Band will be disqualified and the Local Contest Administrator may elect to name the Local Band receiving the next highest total score as the Local Finalist. In the event of a tie in such instance, the tie breaking criteria described above may be utilized.

7. **SELECTION OF LOCAL FINALISTS IN THE VIRTUAL CAFE:**

Eligible Bands who entered at the Virtual Cafe and that have been selected as a Local Band for the Virtual Café will not be performing live at any Local Competition Sites. Instead the Local Contest Administrator will judge all songs, videos and other publicly available media and information with respect to each such Local Band, including all audio recordings and video recordings located on ReverbNation.com, on the Virtual Cafe Facebook Page, and on other social media sites, according to the following judging criteria and with the following weight given to each such criterion: 1) Musicianship (50%); 2) Voice Talent (30%); 3) Originality (20%). The five (5) eligible Local Bands receiving the highest total scores from the Local Contest Administrator will be selected as the five (5) Local Finalists for the Virtual Cafe. The decisions of the Local Contest Administrator relating to the selection of the five (5) Local Finalists of the Virtual Cafe are final and binding. In the event of a tie, the eligible Band from among the tied entries with the highest cumulative score in the first judging criterion described above (i.e. Musicianship) will be declared the Local Finalist for the Virtual Cafe. In the event of a tie using the tie-breaking criterion, the Local Finalist shall be selected by the Local Contest Administrator, in his/her sole and absolute discretion. In the event it is determined that any potential Local Finalist or Local Finalist Member is ineligible, or is subject to disqualification for any reason, then the Local Band will be disqualified and the Local Contest Administrator may elect to name the Local Band receiving the next highest cumulative score as the Local Finalist instead. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The odds of being declared a Local Finalist in the Virtual Cafe depend on the number of Local Bands competing at the Virtual Cafe and the skill of each Band and its Members. In addition, each Band Member of the potential Local Finalist for the Virtual Cafe will be required to complete and sign a hard copy of the Entry Form for the Local Band (including the associated declaration/affidavit of eligibility on behalf of the Local Band and each of its Band Members), and the associated rights/publicity/liability release on behalf of the Local Band and each of its Band Members in the event such Local Band is selected as a potential Local Finalist. Failure to return an Entry Form including all of the above elements that is signed by all Band Members by the deadline established by the Local Contest Administrator may result in the potential Local Finalist being disqualified.

8. **LOCAL COMPETITION PRIZES:** Each Member of a Local Band confirmed as a Local Finalist will be awarded a "**Local Competition Prize**". For Local Finalists (other than a Local Finalist from the Virtual Café) the Local Competition Prize will consist of a) a cash sum calculated by dividing US\$250.00 (or the equivalent in local currency, based on the Local Competition Site for the Local Finalist Band) by the number of Band Members in the Local Finalist Band; and b) a Hard

Rock credit in an amount calculated by dividing US\$250.00 (or the equivalent in local currency, based on the Local Competition Site for the Local Finalist Band) by the number of Band Members in the Local Finalist Band; and c) a Hard Rock Café T-shirt for each Band Member. For Local Finalists from the Virtual Café, the Local Competition Prize will, in lieu of the above prizes, consist of a) a cash sum calculated by dividing US\$500.00 by the number of Band Members in the Local Finalist Band; and b) a Hard Rock Café T-shirt for each Band Member. The total approximate value of all Local Competition Prizes awarded to eligible Local Finalist Band Members of each Local Finalist Band will vary based on the number of eligible Band Members but will not exceed US\$600.00 in total per Local Finalist Band. All elements of the Local Competition Prizes to be awarded to Band Members will be delivered to the Band Representative who shall be responsible for distributing such Local Competition Prizes to eligible Band Members. Sponsor shall not be responsible in the event such prizes are not properly distributed by such Band Representative to the proper Band Members. All credits referenced above are subject to all restrictions and rules of use normally applicable to such credits and can only be used at participating locations.

9. SELECTION OF TWENTY-FIVE (25) GLOBAL FINALIST BANDS:

- a) **Global Finalist Competition** - Beginning at 10:00 a.m. ET on April 28, 2014 and continuing up and until 4:00 p.m. ET on May 7, 2014 ("**Fan Voting Period #2**"), an audio recording of one (1) Original Song of each Local Finalist Band (as selected by such Local Finalist Band) (the "**Finalist Song**") will be posted on the Facebook Page for the Hard Rock Cafe Brand located at <http://www.facebook.com/hardrock> ("**Hard Rock Brand Facebook Page**") and the Local Facebook Page, and made available for a free download by Global Finalist Judges (as defined below) throughout Fan Voting Period #2 on computers or mobile devices. In this stage of the Contest each Band is competing against all other Local Finalist Bands from all Participating Locations (including the Virtual Café). The twenty-five (25) Local Finalist Bands receiving the highest number of valid votes from Global Finalist Judges during Fan Voting Period #2 will be named as a "**Global Finalist**" (subject to eligibility requirements set forth herein and compliance with the Official Rules in the Contest). The odds of a Local Finalist Band being declared a Global Finalist depend upon the skill of the Local Finalist Band and its Band Members and the skills of other Local Finalist Bands competing. In the event of a tie, the Global Finalist shall be selected by the Sponsor, in its sole and absolute discretion. The valid votes cast by the Global Finalist Judges and the decisions of the Sponsor relating to the selection of the Global Finalists are final and binding. In the event it is determined that any potential Local Finalist Band or Band Member is ineligible or is subject to disqualification for any reason, then the potential Global Finalist Band may be disqualified and the Sponsor, in its sole and absolute discretion, may elect to name the Local Finalist Band receiving the next highest number of valid votes as a Global Finalist.
- b) **Voting to select the Global Finalist** - During Fan Voting Period #2 each Global Finalist Judge may vote for his/her one (1) favorite Local Finalist Band using the Global Finalist Judging Criteria (as defined below). A valid vote is accomplished by clicking on the "Vote" button on the Hard Rock Brand Facebook Page or the Local Facebook Page. In order to qualify as a "**Global Finalist Judge**" a person must 1) be a member of Facebook and 2) be thirteen (13) years of age or older. There is no charge to become a member of Facebook. The Global Finalist Judges will judge the Finalist Song of each Local Finalist Band, according to the following judging criteria and with the following weight given to each such criterion (the "**Global Finalist Judging Criteria**"): 1) Musicianship (30%); 2) Marketability (30%), 3) Voice Talent (20%); and 4) Originality (20%). A valid Facebook account is required in order to vote. Votes generated by invalid Facebook accounts will be disqualified. Automated votes are prohibited. **There is a limit of one (1) vote per Global Finalist Judge and per Facebook account.** Any votes exceeding that limit will be disqualified.

10. SELECTION OF ONE (1) GRAND PRIZE WINNER AND TWO (2) RUNNER-UP WINNERS:

On or about May 8, 2014 through May 11, 2014 ("**Judging Period #2**"), a panel of qualified judges selected by the Sponsor in its sole and absolute discretion (collectively, the "**Grand Prize Judges**"), which may include celebrities and professionals in the music, radio or recording industry and/or other persons selected by the Sponsor, will judge all songs, videos and other publicly available media and information with respect to each Global Finalist Band, including all audio recordings and video recordings located on ReverbNation.com, on Local Facebook Pages, on the Hard Rock Brand Facebook Page and on other social media sites, according to the following judging criteria and with the following weight given to each such criterion (the "**Grand Prize Judging Criteria**"): 1) Musicianship (30%); 2) Marketability (30%), 3) Voice Talent (20%); and 4) Originality (20%). The one (1) Global Finalist Band receiving the highest total score, as determined by the Grand Prize

Judges in their sole and absolute discretion using the Grand Prize Judging Criteria, will be declared the Grand Prize winner ("**Grand Prize Winner**"), and the two (2) Global Finalist Bands receiving the next highest total scores, as determined by the Grand Prize Judges in their sole and absolute discretion using the Grand Prize Judging Criteria, will be declared the Runner-Up winners ("**Runner-Up Winners**"), all subject to confirmation that each Global Finalist Band and all Band Members are eligible under the Official Rules and in full compliance with the Official Rules. The odds of being declared a Grand Prize Winner or Runner-Up Winner depend upon the number of Bands competing in the Contest and the skill of each Global Finalist and its Band Members. In the event of a tie, the Global Finalist from among the tied entries with the highest score in the first judging criterion described above will be declared a Grand Prize Winner or Runner-Up Winner, as applicable. In the event of a tie using the tie-breaking criterion, the Grand Prize Judges will select the Grand Prize Winner or Runner-Up Winner, as applicable, in their sole and absolute discretion. The decisions of the Grand Prize Judges relating to the selection of the Grand Prize Winner and Runner-Up Winners are final and binding. In the event it is determined that any Global Finalist Band or Band Member is ineligible or is subject to disqualification for any reason, then the Global Finalist Band will be disqualified and the Sponsor may elect to name the Global Finalist Band receiving the next highest total score as a Grand Prize Winner or Runner-Up Winner, as applicable. In the event of a tie in such instance, the tie breaking criteria described above may be utilized. The persons serving as Grand Prize Judges are subject to change at any time at the Sponsor's sole and absolute discretion. No more than one (1) Grand Prize Winner and two (2) Runner-Up Winners will be selected by the Grand Prize Judges.

No Band, Band Member or any person affiliated with a Band shall engage in, or encourage, any solicitation for votes or favorable scores from Local Fan Judges, Local Judges, Global Finalist Judges or Grand Prize Judges by offering prizes, gifts, products, services or any other type of incentive (monetary or non-monetary) for votes or favorable scores, including any offer to trade votes or favorable scores e.g. offering to solicit votes in exchange for reciprocal votes in online chat rooms or on websites. Sponsor may, in its sole discretion, disqualify any Band or Band Member engaged in or encouraging such activity, or who benefits from such activity.

11. **NOTIFICATIONS:** On or about May 12, 2014 the one (1) potential Grand Prize Winner selected by the Grand Prize Judges and the two (2) potential Runner-Up Winners will be announced. If any Band is named as a potential Local Band, Local Finalist, Global Finalist, Runner-Up Winner or Grand Prize Winner and the Band Representative cannot be reached by telephone or email within forty-eight (48) hours from the first notification attempt, or if any such Band fails or refuses to complete, sign and return any documents required by Sponsor within the time specified by Sponsor, then such Band may be disqualified and the Sponsor, in its sole and absolute discretion, may choose another competing Band instead with the next highest score (or number of votes, as applicable).

12. **PRIZES:**

One (1) Grand Prize: A trip to Rome, Italy for each Member of the Grand Prize Winner named in the Entry Form (up to a maximum of six (6) such members) and the opportunity for the Grand Prize Winner to perform at the Piazza del Popolo Square in Rome on July 12, 2014. This performance is referred to herein as the "**Grand Prize Performance**". If the Grand Prize Winner has more than six (6) eligible Band Members, then the additional eligible Band Members may travel on the same trip at their own expense (subject to availability). **The Grand Prize is awarded to the Band, not individual Band Members.** The selection of the eligible Band Members who will take the trip and receive the benefits of the Grand Prize will be at the sole discretion of the Band Representative and once the Band Representative advises Sponsor of the identity of such eligible Band Members who will receive the benefits of the Grand Prize, no Band Member may be added or deleted from the list without the written authorization of the Sponsor. **Only Band Members named in the Entry Form are eligible to receive the benefits of the Grand Prize. Band managers, agents or other band support staff are NOT eligible to receive the benefits of the Grand Prize. To participate in the trip and the Grand Prize Performances each Band Member must have a valid passport by the start of Judging Period #2.** The trip consists of the following components for each eligible Band Member selected by the Band Representative to receive the benefits of the Grand Prize (up to a maximum of six (6) such Band Members): Round-trip coach air transportation from the one major regional airport gateway selected by the Band Representative to Rome, Italy (all Band Members must travel on the same itinerary, depart from and return to the same location, and provide their own transportation to/from the departure airport and their residences); three (3) nights/four (4) days first-class hotel accommodations in Rome (up to three (3) rooms - double occupancy each room); round-trip ground transportation between airport and hotel; round-trip ground transportation between hotel and Event (including equipment); and US\$1,000.00 spending money for each Band Member selected by the Band Representative to

receive the benefits of the Grand Prize. The Approximate Retail Value ["ARV"] of the Grand Prize is US\$5,482.00 for each eligible Band Member traveling and up to a maximum of US\$32,890.00 for the Band if six (6) eligible Band Members travel.) The date, time, length and other specific requirements for the Grand Prize Performances will be determined by Sponsor in its sole and absolute discretion. Each Band Member of a Grand Prize winning Band may be required to sign additional publicity/liability/rights releases before receiving the benefits of the Grand Prize and participating in the Grand Prize Performance. **Travel must take place on July 10 – 13, 2014 or on such other dates as may be specified by Sponsor.** The Approximate Retail Value is based on average airfare costs for economy class travel from major international airports to Rome, and a sample New York departure. Actual value of the Grand Prize may vary depending on departure location, booking date, number of Band Members traveling, fares at the time of travel and other factors. Neither the Band nor any Band Member is entitled to the difference, if any, between the stated and the actual Grand Prize value. The Grand Prize Winner may be disqualified at any time and the Grand Prize may be forfeited in the event that any Band Member of the Grand Prize Winner becomes involved in any situation which may bring Sponsor into public disrepute, contempt, scandal or ridicule, or which has the potential to shock, insult or offend the community or any group or class thereof, in such a way that could negatively impact the reputation of Sponsor. During the Grand Prize Performance, and within a two (2) week window prior to and after the Grand Prize Performance, neither the Grand Prize Winner nor any of its Band Members shall, within a 50-mile radius of Rome, without the prior written approval of Sponsor, schedule, promote or participate in any public or private concerts (other than the Grand Prize Performance), music performances, appearances or events. Furthermore, while in Rome on the trip to perform at the Grand Prize Performance, any Grand Prize Winner and all of its Band Members shall refrain from publicly implementing or engaging in any statements, behavior, acts, or utilization of any audio or visual displays on items associated with the Band (not limited to, clothing, instruments, stage signs and stage displays) of the brand name, logo, sign, trade name, business name, domain name or trademark of any company, person or entity other than the Sponsor, regardless of whether or not such promotional activity is pursuant to the terms of any endorsement or sponsorship agreement or arrangement the Grand Prize Winner or any of its Band Members may have with any such party.

Each Band Member of a Grand Prize Winner may be required to sign additional publicity/liability/rights releases before receiving the benefits of the Grand Prize. Approximate Retail Value is based on average airfare costs for economy class travel from major international airports to Rome, and a sample New York departure. Actual value of the Grand Prize may vary depending on departure location, booking date, number of Band Members traveling, fares at the time of travel and other factors. Neither the Band nor any Band Member is entitled to the difference, if any, between the stated and the actual Grand Prize value. If the Grand Prize Winner is based in Rome or within a one hundred (100) mile radius of Rome, in lieu of the round-trip coach air transportation, winner may receive round-trip limousine transportation for the Band to the hotel and/or Sponsor may, in its sole discretion, substitute another prize component. No compensation will be awarded in lieu of the difference in the ARV for the Grand Prize in such instance. The Grand Prize Winner may be disqualified at any time and the Grand Prize may be forfeited in the event that any Band Member of the Grand Prize Winner becomes involved in any situation which may bring Sponsor into public disrepute, contempt, scandal or ridicule, or which has the potential to shock, insult or offend the community or any group or class thereof, in such a way that could negatively impact the reputation of Sponsor.

If the Grand Prize Winner is located within the United States (as determined by United States Internal Revenue Service ["IRS"] regulations), then the ARV for the Grand Prize may range from US\$5,482.00 to US\$32,890.00, depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. The award of the Grand Prize to the Grand Prize Winner and applicable ARV will be reported to the IRS, as required by U.S. law. If any Grand Prize Winner is located outside of the United States (as determined by IRS regulations) and Sponsor is required to withhold U.S. federal withholding tax from the Grand Prize (and pay such amount directly to the IRS) (i.e. the Band is an "International Winner"), then Sponsor will provide an additional tax payment assistance award ("International Tax Assistance Award") with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations, and may range from US\$2,349.28 to US\$14,095.68 depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. In no instance shall it exceed US\$14,095.68. In the event an International Winner is awarded the Grand Prize, the ARV of the Grand Prize for that winner (including the International Tax Assistance Award) may range from US\$7,830.94 to US\$46,985.64, depending upon the number of Band Members selected by the Band Representative to receive the benefits of the Grand Prize. The

Grand Prize Winner shall be solely responsible for the payment of any taxes due as a result of winning this Grand Prize, notwithstanding any International Tax Assistance Award that such Band may receive. All prize values are in U.S. dollars.

TWO (2) RUNNER-UP PRIZES: Each eligible Band awarded a Runner-Up Prize will receive (subject to Sponsor's sole and absolute discretion) either US\$10,000 worth of equipment/gear for the Band or a check in the amount of US\$10,000. **Each Runner-Up Prize is awarded to the Band, not individual Band Members.** The selection of the eligible Band Members who will receive the benefits of the Runner-Up Prize will be at the sole discretion of the Band Representative. If a Runner-Up Prize Winner is located within the United States (as determined by IRS regulations), then the ARV for each Runner-Up Prize will be US\$10,000.00. The award of the Runner-Up Prize to the Runner-Up Prize Winner and applicable ARV will be reported to the IRS, as required by U.S. law. If any Runner-Up Prize Winner is an International Winner, then Sponsor will provide an International Tax Assistance Award with respect to such International Winner for use in payment of its U.S. federal withholding tax. The amount of such International Tax Assistance Award will be equal to that amount required to be withheld by Sponsor under U.S. federal tax laws and regulations. In no instance shall it exceed US\$4,286.00. In the event an International Winner is awarded a Runner-Up Prize, the ARV of the Runner-Up Prize for that winner (including the International Tax Assistance Award) will be \$14,286.00. The Runner-Up Prize Winner (and its individual Members, as applicable) shall be solely responsible for the payment of any taxes due as a result of winning the Runner-Up Prize, notwithstanding any International Tax Assistance Award that such Band may receive. All prize values are in U.S. dollars.

13. **USE/OWNERSHIP OF CREATIVE MATERIALS:** With respect to the use and ownership of all Creative Materials, by participating in the Contest each competing Band and each Band Member acknowledges and agrees as follows:
- a) The rights of each Band and each Band Member, and the Sponsor, shall be established by the terms of these Official Rules, (including any Local Competition Requirements) and by the contents of any releases or affidavits entered into as required by these Official Rules.
 - b) Except to the extent prohibited by law, Sponsor and its designees may use, copy, publish, videotape, broadcast, distribute and otherwise publicly display all elements of the Band's Creative Materials, and recordings made of the Band's performances during the Contest and the Grand Prize Performance, as well as the Band's name and each Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and other likeness, in whole or in part, in any and all media either now or hereafter known, in perpetuity throughout the universe, solely in connection with advertising and promoting the Sponsor, the Contest Entities, the Grand Prize Performance, and conducting this Contest, without notification and without compensation of any kind to the Band, any Band Member or any third party. Sponsor reserves all rights in perpetuity, including without limitation, the right to reproduce, alter, amend, edit, modify, crop and use the Creative Materials and recordings made of the Band's performances during the Contest and the Grand Prize Performance in connection with advertising and promoting the Sponsor and conducting this Contest, the Grand Prize Performance, and the Contest Entities.
 - c) Sponsor does not undertake to consider the Creative Materials in confidence and Sponsor has not made any prior inducements, promises or representations to the Band Member(s) or Band(s) regarding the Creative Materials other than as set forth in the Official Rules.
 - d) Participation by each competing Band in this Contest, and the accompanying submission of each Band's Creative Materials to Sponsor, shall in no way limit or restrict Sponsor's rights with respect to, or the use of, Creative Materials submitted by other Bands or Band Members, or otherwise independently developed, created or used by Sponsor, both prior to and after the submission of each Band's Creative Materials herein, and Sponsor shall have no obligations to each Band and Band Member with respect to such other Creative Materials. Accordingly, each competing Band and Band Member acknowledges that Sponsor's use of other material containing elements similar to or identical with those contained in the Band's Creative Materials shall not entitle the competing Band or Band Member to any compensation if Sponsor has an independent right to use such other materials.
14. **GENERAL PRIZE RESTRICTIONS/CONDITIONS:** Each Band Member of a potential Grand Prize Winner must be in possession of a valid passport at least eight (8) weeks prior to travel on the Grand Prize trip and any other necessary travel documents including required visas, and have no restrictions on his/her ability to travel as contemplated herein. Sponsor reserves the right to disqualify any Grand Prize Winner in which all Band Members

do not have a valid passport at least eight (8) weeks before travel. Sponsor will not be responsible if any Band Member of the Grand Prize Winner is denied entry into Italy, or re-entry to his/her country of residence for any reason whatsoever. In such case, any additional expenses incurred will be the sole responsibility of the applicable Band Member. If any Band Member of a Grand Prize Winner is denied entry into Italy, then the Grand Prize Winner may be disqualified, and the Grand Prize may be forfeited, in whole or in part, at Sponsor's sole and absolute discretion. Sponsor may assist in securing certain travel documents, including visas, but each Band Member of the Grand Prize Winner must adhere, comply and submit all required documents in a timely manner in order to secure lawful air transportation to and from Rome, Italy. The Grand Prize Winner may also be disqualified, and the Grand Prize may be forfeited, in whole or in part, at Sponsor's sole and absolute discretion, in the event such Band or any of its members, staff or representatives fail to cooperate with Sponsor regarding the planning and production of the Grand Prize Performance. Scheduled activities are subject to change. Sponsor reserves the right to change/add components to the travel schedule and the Grand Prize Performance. Airfare and hotel accommodations are at the sole and absolute discretion of Sponsor. Each Band Member of a Grand Prize Winner must arrange travel with Sponsor's agent at least forty-five (45) calendar days in advance of the departure date specified by Sponsor. All meals, taxes, gratuities, insurance, incidentals (including mini-bar and entertainment expenses), phone charges, transportation between the airport and each Band Member's residence, and other expenses not specifically identified in these Official Rules are the sole responsibility of each Band Member. Each Band Member of a Grand Prize Winner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. All elements of the Grand Prize are subject to availability. Sponsor is not responsible for cancellations of Grand Prize Performance, scheduled events or travel that is beyond its control, including force majeure events such as acts of God, fire, floods, volcanic disturbances, extreme weather including but not limited to hurricanes, earthquakes, blizzards, tornados, war, terrorism or threats of terrorism, government regulation, civil disobedience, disaster, or other casualty, strikes or threat of strikes, power outage, or similar causes beyond the control of Sponsor making it illegal, impossible, or commercially impracticable for Sponsor to provide its obligations under the Official Rules. In the event that any element of a prize is not available (including the Grand Prize Performance), then all other prize elements will still be offered (or substitutions for a destination may be scheduled) and no compensation will be due the prize winner or any Band Member for the unavailable element(s). No transfer, substitution, or cash equivalent for any element of a prize is allowed, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize or prize element of equal or greater monetary value (whether in cash or otherwise) if a prize or prize element cannot be awarded as described for any reason. If any prize is returned as undeliverable or is forfeited or refused, this may result in disqualification and an alternate winner may be selected as a potential winner, if time permits.

15. **TAXES:** All federal, state, provincial, local and other tax liabilities, including but not limited to sales and use taxes, goods and services taxes, excise taxes, income and U.S. withholding taxes, customs duties, fees and like amounts in connection with a Band's or Band Member's prize, acceptance or use of a prize herein will be the sole responsibility of each Band or Band Member, as applicable. If a potential winner is not a "U.S. person" (as defined by U.S. tax law) and Sponsor is required to withhold U.S. federal withholding tax from the prize (and pay such amount directly to the United States Internal Revenue Service), then, except as provided above with respect to any International Tax Assistance Award, such potential winner will be required to pay to the Sponsor the amount of the legally required withholding before the potential winner can receive the applicable prize or, at Sponsor's option, the amount of any credit issued or cash awarded as part of the prize may be reduced by the amount of the legally required withholding. If required, failure to pay such amount within the deadline established by the Sponsor will result in the disqualification of the potential winner. Notwithstanding such payments, each winner shall be solely responsible for the payment of any taxes due as a result of winning a prize. All prize values are in U.S. dollars, except where noted.
16. **CONTEST CONDITIONS:** If one or more Band Members of a Grand Prize Winner cannot travel, or refuse to travel, to Italy, or does not comply with the Official Rules (including any Local Competition Requirements), then the entire Grand Prize Winner may be disqualified in the sole and absolute discretion of Sponsor. By participating in the Contest, each Band and each Band Member agrees: (a) That only the laws of the United States shall be applicable to this Contest and their participation in this Contest, regardless of the country of origin or residence of the Band and/or each of its Band Members; (b) To be bound by these Official Rules and any other documents required by Sponsor (including, without limitation, the Entry Form and any releases and affidavits required) and by the decisions of Sponsor, the Local Contest Administrator, and any judges herein, and to waive any right to claim ambiguity in this Contest, the Official Rules (including any Local Competition Requirements) or any other documents required by Sponsor (including, without limitation, the Entry Form and any required releases and affidavits); (c) To indemnify, defend and hold harmless the Contest Entities, Facebook, and their

respective officers, directors, employees, shareholders, representatives and agents (collectively, the "Released Parties") from any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses (including reasonable attorneys' fees) arising out of or related to any statement, action or failure to act by the Band, any Band Member or any member of the Band not competing in the Contest, or any person affiliated with the Band (collectively, "Non-Contestant") during or in connection with the Band's or Band Member's participation in the Contest, and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor or related to the Creative Materials including any use thereof; and (d) Not to sue and to irrevocably and unconditionally release, waive and forever discharge the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which the Band, any Band Member or any Non-Contestant (or any of their successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Contest or any Contest-related activity (including but not limited to the trip and any Grand Prize Performance), the acceptance, possession, misuse, improper awarding, failure to award, or use of a Local Competition Prize, Grand Prize or Runner-Up Prize, and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of the Creative Materials and any other videos and recordings made of the Band's performances during the Contest or the Grand Prize Performance, and each Band's name, Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness).

17. **LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for illegible, garbled, corrupted, damaged, lost, late, misdirected, undeliverable or incomplete Entry Forms, Creative Materials, Audition Songs, Finalist Songs, online Votes or Bonus Votes whether due to system errors, human errors or failures, or faulty transmissions or other telecommunications or other types of malfunctions or interferences, and/or for online Votes or Bonus Votes not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system or human errors and failures, or faulty transmissions, or as a result of any other error or problem of any kind relating to or in connection with this Contest, whether technical, mechanical, typographical, printing, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Contest, the collection and processing of the Entry Forms, Creative Materials, Audition Songs, Finalist Songs and/or the judging of the Contest, voting, the announcement of a prize winner, or in any Contest-related materials. Sponsor may prohibit a Band or Band Member from participating in the Contest or winning a prize if, in its sole and absolute discretion, it determines that said Band or Band Member, or anyone acting in concert with such Band or Band Member, is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or unfair voting or judging practices, or intending to annoy, abuse, threaten or harass any other entrants, any judges or Sponsor's representatives. If for any reason any portion of this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole and absolute discretion to cancel, terminate, modify or suspend the Contest and select the potential winning Bands either by means of (i) those eligible votes or judges' scores (as applicable) received up to the cancellation/suspension date or (ii) Sponsor's sole and absolute discretion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANYONE ELSE TO DELIBERATELY DAMAGE ANY CONTEST-RELATED LOCAL FACEBOOK PAGE AND/OR HARD ROCK BRAND FACEBOOK PAGE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
18. **MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, or of any Entry Form, release or any other document required herein, shall not affect the validity or enforceability of any other remaining provisions. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules (and the Entry Form, release or any other document, as applicable) shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. All Local Competition Requirements are incorporated in these Official Rules as though set forth in full. These Official Rules (including the Local Competition Requirements) and any other documents required by Sponsor constitute the entire understanding and agreement between each Band, Band Member and Sponsor. No other agreement, written or oral, express or implied exists between each Band or Band Member and Sponsor with respect to the Creative Materials, Official Rules or this Contest. Any modification,

waiver or termination of the provisions of these Official Rules or such other documents must be authorized in writing by Sponsor. In the event of a discrepancy or conflict between the terms of the Entry Form or any Local Competition Requirements and these Official Rules, these Official Rules shall govern. Although these Official Rules, (including any Local Competition Requirements) may be available in multiple languages, the English version of these Official Rules shall prevail in the event of any conflict or difference between the English version and any version in another language. Sponsor reserves the right, in its sole and absolute discretion, to change, add to, delete from, modify or amend these Official Rules (including any Local Competition Requirements) at any time. All decisions of the Sponsor are final and binding.

19. **PERSONAL INFORMATION:** By entering the Contest, each Band and each Band Member consents to the collection, use and disclosure of its/his/her personal information collected in connection with the Contest by Sponsor and its authorized agents and representatives for the purposes of administering this Contest. Each Band and Band Member also agrees to the use in perpetuity of such Band's and Band Member's name, address [city and state/province], biographical information, statements, voice, photograph and/or other likeness, on any Facebook page or website, at the Grand Prize Performance, and otherwise in connection with conducting or promoting the Contest, Grand Prize Performance and Contest Entities, without further notice or compensation. It is agreed that all personal information collected during the course of the Contest may be transferred to the U.S.A. for the purposes set forth herein. For information about how your personal information is managed, please see <http://www.hardrock.com/privacy/privacy.aspx>.
20. **DISPUTES:** Except where prohibited, each Band and each Band Member agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate Federal or state courts located in the State of Florida, USA.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will any Band or Band Member be permitted to obtain awards for, and each Band and Band Member hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses against any of the Contest Entities. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of each Band, Band Member and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.
21. **RULES/WINNERS LIST:** To view the most up-to-date version of the Official Rules or obtain a list of the winners, please visit <http://www.facebook.com/hardrock>, or email customer_care@hardrock.com and request the Hard Rock Rising® The Global Battle of the Bands 2014 Official Rules or Winners List. Please specify "Rules" or "Winners List". The complete winners list will be available on or about May 20, 2014.
22. **SPONSOR:** Hard Rock Cafe International (USA), Inc., 6100 Old Park Lane, Orlando, FL 32835 U.S.A.
23. **CONTEST ADMINISTRATOR:** RPMC, 23975 Park Sorrento, Suite 410, Calabasas, CA 91302 U.S.A.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Hard Rock Cafe International (USA) Inc. and not to Facebook. The information you provide will only be used in accordance with the Official Rules of this Contest.