

DANIEL MERRIEWEATHER “CHANGE” REMIX CONTEST OFFICIAL RULES

1. Eligibility.

NO PURCHASE NECESSARY. Only legal U.S. residents at least thirteen (13) years of age who reside in and who are physically located in the U.S. (excluding its territories and possessions) are eligible to enter the Daniel Merriweather “Change” Remix Contest (the “Contest”). Contestants under the age of majority in their jurisdiction of residence are required to have their parent’s or legal guardian's permission to enter as described below. Employees, agents or officers of Sony Music Entertainment (“Sponsor”), RCRDLBL.COM, or of any entity involved in the development, production, implementation and distribution of the Contest, including any advertising or promotion agency, supplier of prizes for the Contest, parent company, service provider, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest (hereinafter, collectively the “Contest Entities”) or any member of the immediate family of and/or person living in the same household as such persons, are ineligible to enter the Contest.

2. Entries.

To enter the Contest, log onto remixcontest.danielmerriweather.com and follow the directions to enter at www.rcrdlbl.com between 12:00 a.m. EST on April 30, 2009 and 11:59:59 p.m. EST on June 1, 2009. Entrants must complete an entry form by listing his/her full name and email address.

Audio stems which make up the Daniel Merriweather song “Change” (the “Sponsor Content”) will be made available online at remixcontest.danielmerriweather.com as downloadable files to entrants that register for the Contest. Entrants will be authorized to download, reproduce, edit and create derivative works of the Sponsor Content to create an original audio remix which incorporates the Sponsor Content along with elements added by the entrant pursuant to the Official Rules. The elements added by entrant shall not include any viruses, worms, spyware, Trojan horses, malware, or other computer programming routines that may damage or detrimentally interfere with any computer or other device. The Sponsor Content and the wholly original elements added by the entrant collectively shall be referred to herein as the “Submission Materials.” Once you have completed your edit of the Sponsor Content, you must submit the Submission Materials following the directions at www.rcrdlbl.com.

Only one entry per person. If multiple entries are received for the same entrant, only the first entry submitted by that entrant will qualify for entry in the Contest and subsequent entries submitted by that entrant shall be disqualified. By entering, entrants agree to be bound by the voting of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations and the judges’ decisions, which shall be final. Sponsor and those working for Sponsor or on behalf of Sponsor, will not be responsible for lost, late, misdirected, damaged, or postage due mail or email, or for Internet,

computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are also void. In the event of a dispute concerning who submitted an email entry, the entry will be deemed to have been submitted by the authorized holder of the email account from which the entry is made. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.

(b) With the exception of materials provided by Sponsor, the Submission Materials must be wholly original and created entirely by entrant or be authorized for use and exploitation consistent with the Official Rules, including by way of a license grant to www.rcrdlbl.com by users who upload content to the RCRD LBL website, and must not incorporate or include anything that would require the consent of or payment to any third party (other than consent already granted for uses consistent with these Official Rules), and the Submission Materials must not violate any law or the copyright, trademark, publicity right, privacy right or any other right of any third party.

(c) In addition, the Submission Materials may not contain content which is obscene, crude, vulgar, or which contains offensive depictions, images or language; gang signs or symbols; nudity; commercial products and/or their trademarks, brands or logos; license plates, phone numbers, personal addresses (physical or email); website or webpage links; derogatory characterizations of any ethnic, racial, sexual or religious groups; trespass or the violation of personal rights or property; illegal or inappropriate activity, behavior or conduct; or any other content, material and/or images that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

3. Our Right to Use Your Work and Information About You.

(a) Submission Materials become the property of Sponsor and will not be acknowledged or returned.

(b) With the exception of any Sponsor Content:

(i) you represent and warrant that: (A) all contents of Submission Materials are wholly original, have been created entirely by entrant, have not been taken in whole or in part from any source other than entrant and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Submission Materials, as well as all elements contained therein; (C) the Submission Materials do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Submission Materials, or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Submission Materials as contemplated by these Official Rules; and

(ii) you agree that the Submission Materials shall be a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Sponsor. In the event the Submission Materials are considered not to be a "work made for hire," you irrevocably assign to Sponsor all right, title, and interest in your entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(c) You hereby hold Sponsor harmless from and against any third party claim arising from use of the Submission Materials. You waive any right to privacy. You waive any right to inspect or approve uses of the Submission Materials or to be compensated for any such uses. You hereby represent and warrant that you and each person who is identifiable in the Submission Materials are at least 13 years of age and that you have read these Official Rules and are fully familiar with its contents. If you are over 13 but are not at least the age of majority in your jurisdiction of residence, you represent and warrant that your parents or legal guardian have read and agreed to these Official Rules and have agreed to your participation in the Contest.

(d) By providing Submission Materials in connection with this Contest, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, city and state address information, voice, biographical information, entry form information and written and oral statements, for advertising and promotional purposes in promoting or publicizing the Submission Materials, the Contest and Sponsor's sponsorship of the Contest, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, city and state address information, email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all entrants in the Contest, including the entrant who is selected as a Winner and those entrants who are not selected as a Winner. Sponsor is under no obligation to use the Submission Materials for any purpose.

4. Selection of Winner / Prize.

(a) All entries will be judged by Sponsor's panel of judges on the basis of the following criteria: originality (40%), creativity (30%) and presentation (30%). The Grand Prize Winner shall be the person whose entry receives the highest overall score. In the event of a tie, the winner shall be the person whose entry receives the highest score on originality. There will be one (1) Grand Prize Winner. The Winners will be selected on or about April 14, 2009. The decision of the judges shall be final and binding in all regards.

The Winners will be notified by email, and Winner (and parent or legal guardian if the Winner is under the age of majority in their jurisdiction of residence) will be required to sign (and have notarized) and return an Affidavit of Eligibility and Publicity/Liability

Release (“Affidavit/Release”) (and any other documents required by Sponsor), within five (5) calendar days of notification and receipt of such Affidavit/Release. If a Winner cannot be contacted within five (5) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects the prize, or in the event of noncompliance with these Rules, the prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The Affidavit of Eligibility must be complete and must include the Winner’s social security or resident alien identification number, which shall be used solely for reporting prize information to relevant tax authorities and for no other purpose. The information in the Winner’s Affidavit of Eligibility must be correct and must be identical to the information provided in Winner's Entry or the Winner will be disqualified.

(b) Prize:

- One (1) Grand Prize Winner will have his or her Submission Materials featured on and available for free download at www.rcrdlbl.com.

No substitutions or cash redemptions. Prizes may not be sold, bartered or transferred. Prizes do not include any additional expenses, including, but not limited to, incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges, which are the responsibility of each Winner.

Prize has no perceived retail value. That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR AUDIO REMIX WILL BE USED BY SPONSOR OR OTHERWISE.

(c) By entering the Contest or accepting the prizes, each entrant releases and discharges Sponsor, its affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Sponsor reserves the right to substitute a comparable prize of like or greater value for any prize, or to pay Winner a cash equivalent (the value of which shall be determined by Sponsor in its sole and reasonable discretion), for any reason.

(d) If, for reasons beyond Sponsor’s control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsor, at its sole discretion, reserves the right to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of each Winner. Each Winner will be required to send a copy of his/her passport, driver’s license or birth certificate as proof of age and residency. Non-compliance with any of the Official Rules may result in disqualification, in which case an alternate winner may be chosen. All entrants agree to comply fully with each provision in these Official Rules.

Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

5. Issues of Law.

All federal, state and local laws and regulations are applicable. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. The Contest is void where restricted or prohibited by law.

6. Your Release of Sponsor From Any and All Liability.

By participating in this Contest and/or accepting the prize, each entrant, each Winner and Winner's travel companion releases and discharges Sponsor and the Contest Entities from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with or resulting from: (i) acceptance/possession and/or use/misuse of prize(s); (ii) preparation for, travel to, or participation in the Contest or any Contest-related activity ; (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software; or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrants also agree that Sponsor and the Contest Entities are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Contest and/or its prizes. Sponsor and the Contest Entities are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsor reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

7. How to Get More Information

(a) To obtain the identity of the prize winner, send a self-addressed, stamped envelope to: J Records – Daniel Merriweather “Change” Remix Contest, 550 Madison Avenue, New York, New York 10022 by April 30, 2008.

The sponsor of this Contest is Sony Music Entertainment, 550 Madison Ave, New York, NY 10022. Questions regarding the Contest can be directed by mail to J Records – Daniel

Merriweather “Change” Remix Contest, 550 Madison Avenue, New York, New York 10022.

(b) Copies of these Official Rules may be obtained by sending a self-addressed, stamped envelope to J Records – Daniel Merriweather “Change” Remix Contest, 550 Madison Avenue, New York, New York 10022 (WA and VT residents may omit return postage). Requests for Official Rules must be received by April 7, 2009. All times and dates in these Official Rules are Eastern Time.