

The “David Cook Official – Invite Your Friends” Flyaway Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE AND LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Sweepstakes may only be entered in or from the 48 contiguous United States and the District of Columbia. Entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States or the District of Columbia.

1. Eligibility. Participation open only to legal residents of the fifty United States and the District of Columbia, who are 13 years of age or older as of the date of entry. Void outside of the 48 contiguous United States and the District of Columbia, and where prohibited, taxed or restricted by law. Employees, officers & directors of SONY BMG MUSIC ENTERTAINMENT (“Sponsor”), and its parent company, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter.

2. How to Enter. The contest is open to members of the Official David Cook Community. If you are not a member, visit www.davidcookofficial.com and register by creating a username, password, and entering your email address, full name, gender, city, state and ZIP code.

The Sweepstakes will begin on October 29, 2008 at 12:00 a.m. EST and will end on November 2, 2008 at 11:59 p.m. EST (“Sweeps Period”). During the Sweeps Period, all entrants should invite their friends to join the Official David Cook Community. For every friend that joins, the entrant will receive an entry, or additional entry into the Sweepstakes. There is no limit to how many entries can be submitted for a particular entrant.

Alternative method of entry. Alternatively, entrants can send an e-mail to David@DavidCookOfficial.com with the words “INVITE SWEEPSTAKES” in the subject line. Each time an entrant completes and submits an entry form, his or her name will be entered, or additionally entered, into the Sweepstakes.

No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. Prize.

One (1) winner will receive:

- Two (2) tickets to attend a taping of “Good Morning America” in New York, NY scheduled to take place on November 17, 2008, where the winner and companion will see David Cook perform and have a chance to meet him;
- Two (2) round trip airline tickets (economy coach class) from the major airport nearest winner’s home to a New York City area airport (as determined by Sponsor). If the winner lives within One Hundred (100) miles of New York City, Sponsor may substitute ground transportation instead of air transportation. Winner and travel companion will depart on either November 16, 2008 or November 17, 2008 and will return on either November 17, 2008 or November 18, 2008; and
- One (1) night’ hotel accommodation (standard, one room, double occupancy) in New York.

If the winner and/or winner’s travel companion is younger than eighteen (18) years of age as of October 22, 2008, then such individuals parent or legal guardian must provide written permission allowing the travel companion to accompany the winner. The winner and travel companion must travel under the same itinerary. Prizes are non-transferable. No substitutions or cash redemptions. Prizes may not be sold, bartered or transferred. Airline tickets are non-reroutable, non-refundable and the validity may not be extended. Prizes do not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, upgraded transportation, ground transportation, federal, state and local sales or other taxes and surcharges which are the responsibility of each winner.

Approximate combined retail value of all prizes is Two Thousand Dollars (\$2,000.00) which may vary depending on travel itinerary and costs of air transportation at time of award. The approximate retail value of the prizes represents Sponsor’s good faith determination. 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.

The winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within three (3) calendar days of prize notification. If the winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and an alternate winner may be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given.

4. Random Drawing/Odds. The winner will be selected in a random drawing from all eligible entries received on or about November 1, 2008. The odds of winning depend on the number of eligible entries received. The winner will be notified by telephone or email

and if a winner cannot be contacted within three (3) calendar days of first notification attempt, the prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

5. Conditions. All federal, state and local taxes are the sole responsibility of the winner. Participation in this Sweepstakes and acceptance of prize constitutes winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner and winner's travel companion regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants, winner, and winner's travel companion agree to release and hold harmless participating radio stations, Sponsor, and their respective advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, 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, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor and participating radio stations are not responsible if the Sweepstakes cannot take place or if any prize cannot be awarded including, but not limited to due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase or sales presentation required to participate. A purchase does not increase odds of winning.

6. Additional Terms. In the case of dispute as to the identity of any entrant, entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Any other attempted form of entry is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Participating radio stations, Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or

resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winner(s) from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in their sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Use of Data. Sponsor may collect personal data about entrants in accordance with its privacy policy. Please review the SONY BMG MUSIC ENTERTAINMENT privacy policy at www.sonybmg.com/privacypolicy.html. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's' privacy policy.

8. Winner Identification. To obtain the identity of the winner, send a self-addressed, stamped envelope by December 1, 2008 to: RCA Records, 550 Madison Avenue, New York, New York 10022, Attention: "David Cook Fan Club – Invite Your Friends" Sweepstakes Winner Name.

9. Sponsor. SONY BMG MUSIC ENTERTAINMENT, 550 Madison Avenue, New York, New York 10022.