

## **OFFICIAL SWEEPSTAKES RULES**

### **1. INTRODUCTION**

Roadrunner Records and Myine Electronics LLC ("Sponsors") are offering the **Collective Soul Promotion** ("Sweepstakes"). **NO PURCHASE OR OBLIGATION IS NECESSARY.** By entering this Sweepstakes, entrants agree to abide by all terms of these Official Sweepstakes Rules and the decisions of Dial Global ("Sweepstakes Administrator") and Sponsors, whose decisions shall be final and binding. **VOID WHERE PROHIBITED.**

### **2. ELIGIBILITY**

This Sweepstakes is open only to individuals who are **21 years of age or older** and legal residents of the contiguous United States at the time of entry. Individuals who have already won/qualified from the Sweepstakes Administrator twice in the month of July 2009 or August 2009 are NOT eligible to qualify/win. Employees of Dial Global, Roadrunner Records, Myine Electronics LLC and their respective parents, subsidiaries and affiliates and each of their officers, directors, shareholders, employees, advisors, accountants, attorneys, assignees, agents, licensees, representatives and any other person or entity associated with this Sweepstakes, including their advertising and promotional agencies, (collectively, "Sweepstakes Entities"), and their immediate family members (defined as parent, spouse, child, siblings and grandparents) are NOT eligible. By entering this Sweepstakes, entrants agree to waive any and all claims against Sweepstakes Entities for personal injury, damage or loss of any kind which may result from participation in the Sweepstakes or from the receipt, enjoyment, ownership or use of any prize.

### **3. HOW TO ENTER**

The Sweepstakes begins at 2:00 a.m. EST on July 27, 2009 and ends at 05:00 p.m. EST on August 12, 2009 ("Sweepstakes Period"). Listeners may qualify by being the correct caller or by entering online at [www.myhitsongsonline.com](http://www.myhitsongsonline.com). We are not responsible for any technical malfunctions that may occur.

Each Hot AC radio station affiliate that choose to solicit calls directly to its own local telephone number for this sweepstakes may submit one grand prize entry per local day part, per day, during the Sweepstakes Period (for example, a local affiliate airing a local program during 2 day parts Monday through Friday is allowed 10 grand prize entries each week for a total of 20 grand prize entries during the Sweepstakes Period).

In addition, each Hot AC radio station affiliate that chooses to collect entries at local live remote broadcasts may submit five entries per remote (no more than two remotes during this Sweepstakes Period) during the duration of the promotion. Local radio station affiliates are responsible for awarding runner-up prizes, if any, to its own grand prize entrants for this Sweepstakes.

Local qualifier names must be submitted to the sweepstakes administrator no later than 5 PM EST on August 12, 2009 at 5 PM EST.

### **4. WINNER SELECTION**

A total of 50 network qualifiers will be made during the sweepstakes period.

Odds of winning depend on the total number of entries.

The Grand prize drawing will be conducted by an impartial representative of Sweepstakes Administrator.

Grand prize winner will be selected and called on August 13, 2009

Grand prize winner will be announced on August 14, 2009.

### **5. PRIZES**

**One (1) Grand Prize for two (2) people:** Hotel accommodations at The Hard Rock Hotel and Casino, Roundtrip coach class airfare, Collective Soul concert tickets and Collective Soul concert and Meet and Greet passes.

Hotel Accommodations at the Hard Rock Hotel and Casino are paid for by Myine Electronics LLC. The cost of the hotel stay will be no more than \$800.00. The winner is responsible for all incidentals at The Hard Rock Hotel and Casino and will be required to provide a credit card upon check-in.

Roundtrip airfare to Las Vegas, NV will be provided by Roadrunner Records. The airfare must be from the nearest major airport to the winners home address that is serviced by the airline partner of Roadrunner Records choice. Winner and guest must travel on the same itinerary. Winner must be able to travel September 10<sup>th</sup>, 2009 through September 12<sup>th</sup>, 2009 or they will forfeit the prize.

Roadrunner Records is providing concert tickets and meet and greet passes to the Collective Soul show on September 11, 2009.

Winner is responsible for all ground transportation.

The approximate retail value ("ARV") of the grand prize is: \$1,500.

Fifty (50) network qualifying prizes: A digital download code to redeem Collective Soul's new self-titled album online:

The approximate retail value ("ARV") of the qualifying prize is: \$15.00

Prizes are non-transferable. No cash redemption or substitution, except that Sweepstakes Entities, in their sole discretion, reserve the right to change or replace prizes at any time with prizes of greater or comparable value. Dial Global is not responsible for the sponsor not providing the prize as listed above. The value of prizes may be taxable as income. Prize winners are solely responsible for all applicable federal, state and local taxes that become due. The grand prize winner must provide a social security number for 1099/income tax filing purposes prior to the awarding of the prize.

## **6. WINNER NOTIFICATION**

If there is a grand prize winner, the Sweepstakes Administrator will attempt to notify the prospective grand prize winner by telephone on August 13, 2009. If the prospective grand prize winner cannot be contacted within 1 day of the first attempted contact, or if eligibility requirements are not met, a prospective grand prize winner will be deemed ineligible, and an alternative prospective grand prize winner will be selected at random from the remaining runner up prize winners. This winner selection process will continue through 3 rounds of selecting alternates until a grand prize winner is determined. All prize winners will be required to complete, sign and return Affidavits of Eligibility, Waivers of Liability and Publicity Releases. Failure to comply with these Official Sweepstakes Rules or to claim a prize will result in disqualification of a prospective winner and the selection of an alternate winner.

## **7. GENERAL CONDITIONS**

This Sweepstakes is subject to all applicable federal, state and local laws, rules and regulations. Entrants grant to Sweepstakes Entities the right to use and publish their proper name, city and state online and in print or any other media, in connection with the Sweepstakes. Acceptance of a prize constitutes permission for Sweepstakes Entities to use winners' names and likeness for advertising and promotional purposes without additional compensation unless prohibited by law. Sweepstakes Entities reserve the right to disqualify any individual they find to be tampering with the entry process or the operation of the game; to be acting in violation of these Official Sweepstakes Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass Sweepstakes Entities or any other person. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE

RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **8. LIMITATIONS OF LIABILITY**

If for any reason the Sweepstakes is not capable of running as planned, including, but not limited to, due to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sweepstakes Entities which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sweepstakes Entities reserve the right to disqualify any individual who causes any such problem, and to cancel, terminate, modify or suspend the Sweepstakes. Sweepstakes Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, or any problem or technical malfunctions of any telephone network or lines, or any combination thereof, which may limit an entrant's ability to participate in this Sweepstakes.

By entering this Sweepstakes, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs, associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby knowingly and expressly waives all rights to, punitive, incidental or consequential damages and/or any other damages other than actual out-of-pocket expenses.

Each winner, by accepting a prize, agrees to release and hold harmless Sweepstakes Entities from any and all liability, claims or actions of any kind whatsoever, which may result from the receipt, enjoyment, ownership or use or misuse of such prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy, or the entrant's claim that he/she has somehow been defamed or portrayed in a false light).

Sweepstakes Entities do not assume any responsibility for any schedule changes in the Sweepstakes timeline, including without limitation, scheduling conflicts, labor strikes, Acts of God, or other unforeseen events that disrupt the Sweepstakes schedule. Sweepstakes Entities reserve the right to cancel, modify, or suspend this Sweepstakes.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION OF THESE RULES SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY PROVISION IS DETERMINED TO BE INVALID OR OTHERWISE UNENFORCEABLE OR ILLEGAL, THESE RULES 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. EACH PERSON WHO PARTICIPATES IN THIS SWEEPSTAKES AGREES THAT THE STATE AND FEDERAL COURTS LOCATED IN DENVER, COLORADO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY SUIT OR OTHER PROCEEDING ARISING OUT OF OR BASED UPON THESE OFFICIAL SWEEPSTAKES RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SWEEPSTAKES ENTITIES IN CONNECTION WITH THIS SWEEPSTAKES AND EACH HEREBY WAIVES ANY CLAIM THAT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF SAID COURTS OR THAT ANY

SUCH SUIT OR OTHER PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR IMPROPER VENUE.

**9. WINNERS LIST**

For a list of winners, send a self-addressed, stamped envelope to: Attn: Collective Soul List, PO Box 5024, Greenwood Village, CO 80155. Requests must be received by August 21, 2009. Allow 2-4 weeks for delivery.

**10. SPONSORS**

**Myine Electronics LLC**, 3136 Hilton, Ferndale, MI 48220,  
**Roadrunner Records**, 902 8<sup>th</sup> Floor, New York, NY 10010

**11. SWEEPSTAKES ADMINISTRATOR**

**Dial Global**, 8200 S. Akron St. Suite 103, Centennial, CO 80112

**SWEEPSTAKES VOID WHERE PROHIBITED**