

Rules and Regulations (“Official Rules”)

“Rock of Ages Battle of the Bands” Sponsored by Rock of Ages Broadway LLC. (“The Sponsor”) NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. Entry Period:** “The Rock of Ages Battle of the Bands Contest” (“The Contest”) commences at 12:00:01 PM (EST) on November 16, 2009 and ends at 11:59:59PM (EST) on Monday, January 25, 2010 (the “Entry Period”). All entries must be received via email or postmarked by 11:59:59PM (EST) on January 25, 2010.
- 2. Contest Overview:** The contest is a skill contest wherein a band (of two or more people, no more than six), create a video (“The Video”) in which to showcase their 80s Rock ability by performing one (1) song from the hit Broadway Musical Rock of Ages (*See song list below*). The judges (as defined herein) will select the winner from the Eligible Entries (as defined herein) during the Entry Period.

Just Like Living In Paradise – David Lee

Roth

Nothing But A Good Time – Poison

We Built This City – Jefferson Starship

Too Much Time On My Hands – Styx

Sister Christian – Night Ranger

We’re Not Gonna Take It – Twisted Sister

I Wanna Rock – Twisted Sister

Heaven – Warrant

More Than Words – Extreme

To Be With You – Mr. Big

Wanted Dead or Alive – Bon Jovi

I Want To Know What Love Is –

Foreigner

Cum On Feel The Noize – Quiet Riot

Harden My Heart – Quarterflash

Shadows of the Night – Pat Benatar

Here I Go Again – White Snake

The Final Countdown – Europe

Any Way You Want It – Journey

High Enough – Damn Yankees

I Hate Myself for Loving You – Joan Jett

Heat of the Moment – Asia

Can’t Fight This Feeling – REO

Speedwagon

Hit Me With Your Best Shot – Pat Benatar

Every Rose Has Its Thorn – Poison

Keep On Lovin You – Styx

The Search Is Over – Survivor

Renegade – Styx

Don’t Stop Believin – Journey

- 3. Eligibility:** The contest is only open to bands consisting of two (2) or more (no more than six (6) people) who are all legal US residents ages 13-24 years old as of November 23, 2009 and who are full-time students in good standing in either an accredited public or private school (secondary or collegiate) located in the New York tri-state area. (Includes New York, New Jersey and Connecticut.) Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings, and/or those living in the same household) of Rock of Ages Broadway LLC or Camp Broadway (“The Co-Branded Partners”) and each of their respective affiliates and subsidiaries, advertising agencies and third party fulfillment agencies are not eligible to enter Contest.

By participating in this contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Co Branded Partners, and by the decisions of the Co-Branded Partners which are final in all matters relating to the Contest. (b) release and hold harmless each of the Released Parties (as defined in paragraph 8 below) and their respective agents, employees, officers, directors, successors and assignees, against any and all claims, injury or damage arising out of or relating to participation in this Contest and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action; (c) acknowledge compliance with these Official Rules; (d) agree to be bound by the decisions of the judges and/or sponsor, which are binding and final on all matters relating to this contest.

The foregoing notwithstanding, and for the avoidance of doubt, entrants shall not be responsible for procuring synchronization or mechanical royalties from the owners of the songs embodied on The Video, and Sponsor will assume all such obligations, if any, in connection with its exploitation of The Video hereunder.

- 4. TO ENTER:** Complete the official application form available at www.RockofAgesMusical.com/BattleoftheBands and submit with your video (“The Video”).
- **Application must be filled out in its entirety. (This includes signature by participant and parent/guardian if applicable) Incomplete applications will be considered ineligible and automatically disqualify the band from the competition.**
 - **Each member of the band must complete an application and include with submission.**

Online Entries: Visit www.RockofAgesMusical.com/BattleoftheBands. Email your completed registration form (scanned into computer) and attached video (.mov file

format) or video link to ROABands@gmail.com. Online entries must be received by 11:59pm (EST) on Monday, January 25, 2010.

Mail-in Entries: Print out and complete registration form and mail with a copy of your video (either in DVD or VHS format) to Rock of Ages: Battle of the Bands Contest c/o Camp Broadway 336 West 37th Street, Suite 460 NY, NY 10018. Mail-in entries must be postmarked by 11:59M (EST) on January 25, 2010.

Limit: one (1) entry per band. If additional entries are received, only the first entry received will be judged.

Video must include song being performed in its entirety. The Video must be in an acceptable format and must be the original creation of the entrant who submitted it. Entrant may (but need not) seek general advice and guidance concerning music or videos from a teacher or other mentor (“TheMentor”), but the Mentor may not participate in the technical creation or performance of the Video.

In the event of a dispute over who submitted a winning entry, the authorized subscriber of the e-mail account used for each team member to participate in the Contest at the actual time of entry, will be deemed to be the Entrant. The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the “Eligible Entries.” Incomplete or inaccurate entries are void.

Each Entrant hereby grants and agrees to grant to the Co-Branded Partners and to each of the other Contest Entities the right to exhibit, webcast, podcast, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, display, create derivative works of, distribute and synchronize in time related to visual elements, post, and/or otherwise use and/or exploit the Videos or any parts thereof, in perpetuity, anywhere in the world, in any manner or media now existing or hereinafter devised, including, but not limited to, the right to make any and all uses thereof, or for purposes of advertising or trade without any compensation to Entrant. None of the Contest Entities are under any obligation to use the Videos for any purpose.

The Grand Prize Winner agrees to irrevocably assign to Rock of Ages Broadway, LLC and Camp Broadway, and its representatives, affiliates and licensees, in whole or in part,

all of his/her right, title and interest in the Video including, without limitation, all intellectual property rights therein, for use in any and all media whether now known or hereafter devised, including, without limitation, the unconditional right to exhibit, webcast, podcast, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, rebroadcast, transmit, record, publicly perform, create derivative works of, distribute and synchronize in time related to visual elements, and/or otherwise exploit and exercise all other rights of ownership in the Videos, in perpetuity, anywhere in the world, including, but not limited to, the right to make any and all uses thereof, or for purposes of advertising or trade without any compensation to Entrant.

Entrants agree that Videos **shall not** contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Violence
- Explicit sexual activity
- Nudity
- Illegal drug or alcohol use
- Unauthorized trademarks and copyrighted material
- License plates, phone numbers, personal addresses – physical or email or otherwise
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others.
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate unsuitable or offensive, as determined by Rock of Ages Broadway LLC and Camp Broadway in its sole discretion.

The Co-Branded Partners are not obligated to, use, publish, display or broadcast any Videos submitted with an entry. Each Entrant acknowledges that the Co-Branded Partners will rely on such Entrant's agreement and compliance with these Official Rules when Entrant submits or attempts to submit the entry. The Co-Branded Partners reserve the right to reject any entries that it deems, in its sole discretion, to violate any of the terms and conditions set forth in these Official Rules. Rock of Ages LLC and Camp Broadway may modify or edit any materials related to a Contest entry.

5. **Selection of Winners:**

All eligible videos received by Sponsor will be judged by a panel of expert judges. There will be two (2) judging rounds. The first round will determine the top ten (10) submissions, which will be deemed the ten (10) finalist entries, and each entrant who submitted a Finalist Entry will be considered to be a Finalist. (“

The Finalist”) The Finalist is defined and includes all members of the band. The final round will determine the Grand Prize Winner from among the Finalists. Each round will utilize a one-hundred (100)-point scoring system to grade each Video based on the following criteria (each element having the potential maximum point value listed): (i) technical ability (25 points); (ii) artistic ability (25 points); and (iii) creatively encompasses the spirit of Rock of Ages. In the event of a tie, the entry with the highest score for encompassing the spirit of Rock of Ages will be the Finalist, subject to verification of eligibility. Each of the ten (10) Finalist Entries will proceed to the final round of judging in which they will be judged by a second panel of expert judges. The Finalist Entry that receives the highest score in the final round of judging (using the same criteria and tiebreaking procedures as utilized in the first round of judging) will be selected as the winning Video, and the entrant band will be the Grand Prize winner, subject to verification of eligibility. All decisions of the judges are final and binding on all matters relating to this contest. Final judging is expected to occur on or around February 28, 2010.

Each Finalist and the potential Grand Prize winner will be notified by mail, phone and/or e-mail. If a finalist or potential Grand Prize winner is not in compliance with these Official Rules or is found ineligible (we will be confirming students under 18 eligibility by calling parent/guardian), the prize (s) to be awarded to such an entrant will be forfeited and, at Sponsor’s discretion, an alternate Finalist or potential Grand Prize winner may be selected by sponsor. Sponsor reserves the right in its sole discretion to conduct a background check on potential winners and disqualify any individual who has been charged or convicted of a crime or if Sponsor determines in its sole discretion that awarding a prize to such individual may reflect unfavorably on the contest or Sponsor.

6. **PRIZES**

Grand Prize – One (1) Grand Prize will be awarded to the Grand Prize winners and will consist of:

- (a) A pair of tickets for each band member up to twelve (12) tickets total to *Rock of Ages on Broadway* (Tickets will be for a performance of the Productions choosing.)
- (b) Each band member will receive an 8x10 color photograph with the Rock of Ages band “Arsenal.”
- (c) The winning video will be posted on the Rock of Ages Musical YouTube page

(d) The winning video will be placed on the Rock of Ages homepage
Approximate retail value (“ARV”) of the Grand Prize is up to \$1800 total. (Approximate individual value is \$300 per band member.) Actual retail value may vary based upon location of winner’s primary residence. Winner (if a minor) and all minor guests must be accompanied by a parent or legal guardian.

(e) Each member of the band will receive one (1) Rock of Ages Original Broadway Cast Recording CD.

2nd Place Prize – Each member of the 2nd place band will receive (1) one copy of the Original Broadway Cast Recording CD.

Approximate retail value of the 2nd Place Prize is up to \$150.00 total. (Approximate individual value is \$25 per CD.)

Winners are solely responsible for all taxes, expenses and costs or fees associated with acceptance and/or use of prize including, without limitation, meals, gratuities, transportation, lodging, accommodations and souvenirs. Winners and guests must comply with all theatre rules and regulations. All prizes will be awarded, assuming sufficient number of eligible entries. Prizes are awarded “as is” with no warranty or guarantee, either express or implied by sponsor. Winners may not substitute, assign or transfer any prize or redeem any prize for cash. Sponsor reserves the right, at its sole discretion, to substitute any prize (or portion thereof) with one of comparable or greater value. Winners (or, if minors, their parents or legal guardians) are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor’s sole discretion. Each Finalist (or, if minor, his or her parent or legal guardian) must provide Sponsor with his or her Social Security number or tax identification number and shall receive a federal tax reporting statement, if applicable.

8. GENERAL CONDITIONS

Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, garbled, illegible or postage-due mail, entries or email; or for lost, interrupted or unavailable network, server, internet service provider (ISP), Web site or other connections; availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure; or jumbled, scrambled, delayed or misdirected transmissions; computer hardware or software malfunctions, failures or difficulties; or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the contest, including, without limitation, errors or difficulties may occur in connection with the administration of the contest, the

processing of entries, the announcement of the prizes or in any contest related materials. Released Parties are also not responsible for any incorrect or inaccurate information whether caused by site users, tampering or hacking or by an equipment or programming associated with or utilized in contest. Released Parties are not responsible for injury or damage to participants' computers or to any other party's computer related to or resulting from participating in this contest or downloading materials from or use of the Web Site. Release Parties are not responsible for injury or damage to participants' video equipment, camera or any other video device related to or resulting from participating in this contest. Persons who tamper with or abuse any aspect of the contest or Web site or who are in violation these Official Rules, as solely determined by the judges, will be disqualified, and all associated entries will be void. Should any entry or any aspect of the contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes that, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the contest or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the contest and, if terminated, at its discretion, select the potential winner from all eligible non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by sponsor. Entrants (and, if minors, their parents or legal guardians), by participating, agree that Sponsor; Rock of Ages Broadway LLC, Camp Broadway LLC, The Pekoe Group Inc., Brooks Atkinson Theater, Frankel Green Theatrical Management, Corner Store Entertainment, Nederlander Alliances, LLC., The Araca Group, The Hartman Group Public Relations, Art Meets Commerce, LLC., Technical Production Services, Serino Coyne, Sunshine, Sachs & Associates, Bernard Telsey Casting, Elin Flack Associates, Sendroff & Baruch, LLP, Dewitt Stern Group, Inc., Castellana Services Inc., Genie Instant Printing Co., TDF, Theatre Direct/Showtix, Zee Medical, Show Motion, Masque Sound, Jennifer Love Costumes, Olympus Flag and Banner, Hudson Christie, Temtu Tatoos, Performing Arts Physical Therapy and their respective parent companies, affiliates, subsidiaries, and advertising and promotion agencies and all their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability for any injuries, losses or damages of any kind, including death, to persons or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this contest or any of the events awarded as prizes. Except where legally prohibited, entry into this contest and/or an entrant's acceptance of any prize constitutes permission for Sponsor and its designees to use his or her name (s), address (city and state), photograph, voice, and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, in perpetuity, without notice or review or approval.

WINNERS LIST: For the names of prize winners (available on or around February 28,2010), visit www.RockofAgesMusical.com/BattleoftheBands