

OurStage “The Andre Harrell Superstar Soul Search” Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

- 1. ELIGIBILITY:** Open to OurStage account-holders who have Internet access and are eighteen (18) years of age or older at the time of Entry. The following are not eligible: employees, contractors, directors and officers of Sponsor organizations, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Contest agencies involved in the administration, development, fulfillment and execution of this Contest (collectively, "Contest Parties"), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest).

By entering this Contest, each contestant agrees that at any time during the Contest Period, he or she is able to demonstrate to the satisfaction of the Contest parties and/or the Contest sponsors that he or she is not a currently a party to any professional recording contract or otherwise in negotiations with any record label or other third party regarding such agreement. Any failure to abide by this requirement may result in a forfeiture for any contestant, including the grand prize winner.

- 2. CONTEST PERIOD:** Contest begins at 12:00:00 am Eastern Time ("ET") on June 1, 2010 and ends at 12:01:00 am ET on June 29, 2010 ("Contest Period").
- 3. TO ENTER:** To enter a Contest, Entrant must first log onto the Andre Harrell Superstar Soul Search Contest site where he or she will be asked to upload Entry by logging onto www.ourstage.com/go/andreharrellmusic ("Web Site"). Once Entrant is on the Home Page, he/she may click on the word "Upload" at the top of the page. This will bring Entrant to a page that will allow upload of "Entry". Entrant may enter one (1) unique track within any of the following eligible "The Andre Harrell Superstar Soul Search" Channels:
 - "The Andre Harrell Superstar Soul Search" National Competition
 - "The Andre Harrell Superstar Soul Search" for WRNB-Philly
 - "The Andre Harrell Superstar Soul Search" for WMMJ-DC
 - "The Andre Harrell Superstar Soul Search" for WAMJ-ATL
 - "The Andre Harrell Superstar Soul Search" for WQNC-Charlotte
 - "The Andre Harrell Superstar Soul Search" for KMJQ-Houston
 - "The Andre Harrell Superstar Soul Search" for WDMK-Detroit

All the competition channels will be referred to collectively as the "The Andre Harrell Superstar Soul Search" Channels.

The material submitted will be considered the Contest "Entry". To enter, Entry may be uploaded between 12:00 am ET June 1, 2010 and 11:59:59 pm ET June 21, 2010 ("Submission Period").

Internet entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. Each of the following Participating Stations' websites will have a link directing Contest participants to the OurStage.com Contest page:

Participating Stations:

WRNB-FM, Philadelphia, PA; <http://rnbphilly.com/>
WMMJ-FM, Washington, DC; <http://mymajicdc.com/>
WAMJ-FM, Atlanta, GA; <http://majicatl.com/>
WQNC-FM, Charlotte, NC; <http://majicatl.com/>
KMJQ-FM, Houston, TX; <http://myhoustonmajic.com/>
WDMK-FM, Detroit, MI; <http://kissdetroit.com/>

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSORS' WEBSITE, AT SPONSORS' SOLE DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, Entrant acknowledges that Sponsors have no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. ENTRIES POSTED TO THE WEBSITE WERE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

- 4. CONTEST TERMS OF SUBMISSION:** As conditions of entry into a Contest, and by uploading an Entry, each Entrant warrants and represents that uploaded Entry (a) is Entrant's original work, (b) has not been previously published, (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that Entrant has obtained permission from a person whose name, likeness or voice is used in the Music and (e) and that publication of the Music via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless, Sponsors from any claims to the contrary. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Entry to grant the rights to the Contest Parties described in these Official Rules, and can make written copies of such permissions available to the Contest Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Contest Parties' use of those Materials. Entrant agrees to indemnify and hold the Contest Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Contest Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnitees due to or arising out of the Entrant's Entry Materials or Additional Materials in the Contest, or the Entrant's conduct during and in connection with this Contest, including but not limited to trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsor and the Contest Parties from any and all claims that any

advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Contest Parties infringes on the rights of Entrant's work as contained in any Entry.

5. **PRIVACY POLICY:** Please read our Privacy Policy for more information about our information collection and use practices found at <http://www.ourstage.com/about/privacy>.

6. **ENTRY FORMAT AND CONTENT REQUIREMENTS:**

Technical Requirements

Any Music entered in a Contest must be greater than 30 seconds and no more than 15 minutes in length, and be submitted in one of the formats allowed on the Upload/Compete page on the Web Site.

All entries must comply with the OurStage Terms and Conditions found at <http://www.ourstage.com/about/terms>

Geographic Upload Requirements

In order to be eligible for any of the "The Andre Harrell Superstar Soul Search" Channels, Entrants must reside within the eligible upload area for the following channels:

National competition:

- "The Andre Harrell Superstar Soul Search" National Competition: open to legal residents of the 48 contiguous United States.

Regional competitions:

- "The Andre Harrell Superstar Soul Search" for WRNB- Philly: open to legal residents of Pennsylvania (PA), New York (NY), New Jersey (NJ)
- "The Andre Harrell Superstar Soul Search" for WMMJ-DC: open to legal residents of Washington DC, Virginia (VA), West Virginia (WV), Maryland (MD), Delaware (DE)
- "The Andre Harrell Superstar Soul Search" for WAMJ-ATL: open to legal residents of the Georgia (GA), Florida (FL), Alabama (AL)
- "The Andre Harrell Superstar Soul Search" for WQNC-Charlotte: open to legal residents of North Carolina (NC), South Carolina (SC), Tennessee (TN)
- "The Andre Harrell Superstar Soul Search" for KMJQ-Houston: open to legal residents of the Texas (TX), Louisiana (LA)
- "The Andre Harrell Superstar Soul Search" for WDMK-Detroit: open to legal residents of Michigan (MI), Ohio (OH), Indiana (IN), Illinois (IL)

Additional Requirements

- Accepted genres are R & B, and Soul as defined in the OurStage FAQ's
- Entry must contain vocals, but Entry does not have to consist solely of vocals. Entry may be accompanied by musical instruments.
- The Entry must be acceptable for radio airplay with clean lyrics.
- No Entries will be returned. Contest Parties may, at their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant.
- Entrants must completely fill out a profile and their OurStage EPK.
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to

these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Contest Parties are liable for any disputes between collaborators arising under or related to the Contest.

- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that he/she is responsible for their Entry, and agrees not to post any content that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by OurStage.
- No Violations of Third Party Rights: Entrant agrees that he/she will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that Entrant is under a contractual obligation to keep private or confidential. Entrant agrees that he/she will not impersonate any person or organization, including without limitation, the personnel of OurStage. Entrant further agrees that he/she will not misrepresent an affiliation with another person or organization, nor will Entrant post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.
- No Commercial Use: Entrant agrees that he/she will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- No Viruses, Corrupting Files or Interference: Entrant agrees that he/she will not post any software, files or links to other sites, and that he/she will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Web Site, or feature of the Web Site. Entrant further agrees that he/she will not modify in any way any specifications, technology or application codes provided to Entrant by OurStage or as embedded in the Entry unless expressly authorized in writing by OurStage.
- Use of Account Information: Entrant may not share or transfer password or other access information with any other party, temporarily or permanently. Entrant shall bear sole responsibility for all use of their accounts and for the confidentiality of their password.
- Responsibility of Postings: Entrant understands and acknowledges that they are solely responsible for their Entry, and that OurStage is not responsible for the information, data, text or other materials that may appear in Entry. Opinions expressed in Entry do not necessarily reflect the opinions of OurStage, and OurStage does not endorse and has no control over Entry. Entry is not necessarily reviewed by OurStage prior to posting and OurStage makes no warranties, express or implied, as to the Entry or to the accuracy and reliability of the Entry.
- No Monitoring/Violation Notices: OurStage does not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If Entrant believes that something on the Web Site violates these Terms, please email community@ourstage.com.
- User Termination/No Ownership: Entrant understands and agrees that he/she has no ownership rights in their account or other access to the Web Site or features therein. OurStage may cancel Entrant's account and delete all Entries associated with their Account at any time, and without notice, if OurStage deems that Entrant has violated these Terms, the Submission Rules, the law, or for any

other reason. OurStage assumes no liability for any information removed from our Web Site, and reserves the right to permanently restrict access to the Web Site or a user Account.

- **No Confidentiality:** The nature of this Web Site is interactive and public. By posting an Entry, Entrant understands and acknowledges that any materials, ideas or other communications he/she transmits in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, Entrant acknowledges and agrees that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials Entrant transmits to OurStage may be used by OurStage anywhere, anytime, and for any reason whatsoever subject to the terms of the Entry License described in Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms>

Entries that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Contest.

- 7. SELECTION OF WINNERS:** There are three (3) rounds of voting to determine the Winners for each of the Andre Harrell "The Andre Harrell Superstar Soul Search" Channels.

1) Online Judging Round: All eligible Entries will be posted on the Web Site. There will be a public vote online ("Judging") starting on June 1, 2010 at 12:00:01 am ET and ending June 29, 2010 at 11:59:59 pm ET. Members of www.OurStage.com will be asked during this Judging process to rank an Entry compared to another Entry to determine the ranking from highest to lowest in each regional channel and in the national channel. Automated methods of voting are strictly prohibited. One account per person/email address. Judging or entering through multiple accounts is strictly prohibited. At the end of the online judging round, each Regional Channel and the National Channel will provide Final Rankings in each channel from highest to lowest standings. The Finalists (50 top ranked artists in each Regional Competition and the top ranked artist in the National Competition) will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential Winners (including each band member who appears in the entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five days (5) days of notification of prize or prize will be forfeited and an alternate winner will be chosen.

2) Local Live Performance Events for Contest Finalists

Semi Finals: All top fifty (50) contestants from each Regional Competition will be invited to compete in a local event / audition, hosted and judged by each Participating Station, to determine one (1) regional winner / finalist from among the semi-finalists. Each regional winner will be awarded a trip to Atlanta, GA to compete in the Finale. Each of the fifty (50) semi-finalists for each Participating Station will perform one (1) verse from a song of their choosing for up to two (2) minutes in front of a panel consisting of Andre Harrell and celebrity judges (the "Judging Panel"). Semi-finalists may use pre-recorded instrumental tracks on CD during their performance or sing a cappella.

Each of the Participating Stations will conduct a Black and White celebrity party hosted by Andre Harrell on a date, time and location selected by the local market that will take

place either the day before or the day after the auditions. Several of the Participating Stations may conduct their auditions during the Black And White Celebrity Party.

At each audition event, the Judging Panel will select one (1) semi-finalist who will be invited to perform at the Finale in Atlanta, GA taking place during the weekend of July 30, 2010. The Judging Panel will use the following criteria to judge the performers: (i) Creativity (25%); (ii) Melody and Music (25%); (iii) Lyrics (25%) and (iv) Entertainment Value (25%). In the event of a tie, the semi-finalists will be re-evaluated based on: (i) Creativity (50%) and (ii) Melody and Music (50%).

There will be a total of seven (7) finalists; six (6) regional winners and one (1) "national" winner.

Local Audition Event Dates:

Charlotte:	Wednesday, July 7th, and Thursday, July 8, 2010
Atlanta:	Friday, July 9th, and Saturday, July 10, 2010
Detroit:	Wednesday, July 14th, and Thursday, July 15, 2010
Houston:	Friday, July 16th, and Saturday, July 17, 2010
Philadelphia:	Wednesday, July 21st, and Thursday, July 22, 2010
DC:	Friday, July 23rd, and Saturday, July 24, 2010

Finale Date:

Atlanta: Weekend of July 30, 2010

3) Final Showcase/Competition in Atlanta, GA

Finale: The six (6) finalists / regional winners and the "national" winner will be judged by a panel consisting of qualified judges including Andre Harrell. Finalists may use pre-recorded instrumental tracks on CD during their performance or sing a capella. The panel will base its decision for the grand prize winner on the following criteria: (i) Creativity (25%); (ii) Melody and Music (25%); (iii) Lyrics (25%) and (iv) Entertainment Value (25%). In the event of a tie, the finalists will be re-evaluated based on: (i) Creativity (50%) and (ii) Melody and Music (50%).

At the end of the Finale, the Judging Panel will select one (1) winner from among the finalists. The winner selected shall be the "Contest Grand Prize Winner". The decision of the judges shall be final and binding in all regards.

The potential winner will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential winner (including each band member who appears in the entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within seventy two (72) hours of notification of prize or prize will be forfeited and an alternate winner will be chosen.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from the Contest and that all decisions of Sponsors are final and binding. Any attempt by entrant and/or his/her family/friends to vote more than the number of times authorized using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsors in its sole discretion, shall give Sponsors the right to disqualify Entrant.

8. PRIZES:

Regional Winners and one (1) "National" winner will each be awarded:

- Round trip airfare to Atlanta, GA (for the Finale) from an airport nearest the winner's residence;
- Hotel accommodations for two (2) nights, (one (1) standard room);
- Round trip ground transportation between the hotel and the Finale venue; and
- Meal per diem of \$40/per day

Additional ground transportation, meals, gratuities, souvenirs, incidentals, and all other expenses not specified herein are the responsibility of the Winner.

Winners must possess required travel documents (e.g. valid photo I.D.) prior to departure. Winners will be required to sign and submit all requested release forms.

Grand Prize Winner will be awarded:

- A recording agreement for a digital single deal with Atlantic Records and / or Andre Harrell Records (as determined by Atlantic Records and Andre Harrell). The winner will be expected to sign a separate recording contract with the record label whereby he or she will grant a first right of refusal to the label following the Contest Period. Our Stage, Inc., Radio One, Inc., and Interactive One, LLC shall not be a party to said agreement;
- Online promotion through Interactive One, LLC networks; and
- Ten Thousand Dollars (\$10,000) in the form of a check

No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by the Sponsors in their sole discretion

- 9. GENERAL CONDITIONS:** Prize winners are solely responsible to report and pay any applicable taxes on their prize. By participating, Entrants agree to these Official Rules and Sponsors Privacy Policy (available at www.OurStage.com) which are final and binding in all respects. Unclaimed prizes will not be awarded. If prize notification or any prize is returned as undeliverable, prize will be forfeited. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of God, strikes, terrorists acts, criminal acts of third parties, an insufficient number of qualified Contest entries or any other causes beyond the reasonable control of Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsors reserve the right, at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, modify or terminate the Contest or any part of the Contest. This Contest is governed by the laws of the Commonwealth of Massachusetts, with venue in Middlesex County, Massachusetts, and all claims must be resolved in the federal or state courts located in Middlesex County, Massachusetts.

So long as no participant is materially adversely affected, Sponsors reserve the right to make changes in the rules of the Contest in their sole discretion at any time, for any reason without notice, which will become effective upon being posted on the Contest website.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors or Contest Parties resulting from any user's participation in or attempt to participate in the Contest or ability or inability to upload or download any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsors or Contest Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest. Sponsor and Contest Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and the Contest Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site. By participating in the Contest, Entrant agrees to release and hold Sponsors and Contest Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest. By accepting a prize in the Contest, winners agree that the Sponsors and Contest Parties have the right to use winner's name, Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest, acceptance or use of any prize, including any travel related thereto, or any use of Entry.

11. WINNERS' LIST/RULES REQUEST: For Winners names or Official Rules, send a self-addressed, stamped envelope postmarked specifying "Winners List" or "Rules Request" to: "The Andre Harrell Superstar Soul Search" Contest', P.O. Box 182, Chelmsford, MA 01824.

12. SPONSORS: OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824, Radio One, Inc., 5900 Princess Garden Parkway, 5th Floor, Lanham, MD 20706, and Atlantic Records, 1290 Avenue Of The Americas, New York, NY.