

Official Rules for the Guy Clark Song Contest

PROGRAM DESCRIPTION

The **Guy Clark Song Contest** (the "Contest") is a skill contest in which participants are asked to submit creative and original song lyrics for judging based on the criteria listed below.

ENTRY PERIOD

The Contest begins on or around 12:01 a.m. (CT) on May, 18, 2009 and ends at 11:59 p.m. (CT) on September 15, 2009. (Entry Period). The top three (3) winners will be chosen by September 22, 2009. This skill contest is organized and administrated in the United States of America, and all entry information will be collected on servers in the U.S.A.

ELIGIBILITY

This Contest is open songwriters 18 years or older; however, residents of the following states are ineligible to participate: Vermont, Maryland, North Dakota. Void where prohibited by law. Employees and/or family members of Dualtone Music Group, Inc. ("Dualtone") and its affiliates, subsidiaries, distributors, retailers, advertising and promotion agencies are not eligible to participate.

HOW TO ENTER

Entrants must access <http://www.dualtonerecords.net/clarkcontest> or the Guy Clark pages on Social Networking Sites including but not limited to www.myspace.com, or Sponsor web pages including but not limited to txmusic.com, americansongwriter.com, americanamusic.com and sonicbids.com and navigate to the Contest submission page. From there, the participant must pay the thirty-five dollar (\$35.00) entry fee to receive a payment confirmation number. For clarification purposes only the \$35.00 entry fee includes a copy of the Guy Clark album entitled *Some Days The Songs Write You*. After the initial entry fee has been paid, each additional entry fee is \$9.00. Once the confirmation number is received the entrant must fill out the official entry form with information including but not limited to Name, E-mail address, Payment Confirmation Number and Song Lyrics.

JUDGING CRITERIA

All eligible submissions will be judged and ranked by by a qualified group of professionals in the music industry based on the following criteria, each of which is weighted equally:

- Quality of Composition: The composition must meet or exceed a certain caliber as determined by the judges.
- Originality: It's got to be original
- Creativity: Lyrics must be creative and innovative.

In the event of a tie during the winner selection process, all tied entries will be re-judged by additional successive judges based on the criteria listed above and that judge will break the tie. The Judges' decisions are final and binding in all matters relating to this contest. On or about September 22, 2009, the winner will be announced and notified via email.

RIGHTS TO USE ENTRIES

By entering this Contest, you are granting to Dualtone an irrevocable, worldwide license to use, review, assess, or otherwise exploit your entry and all its content in connection with the Contest. You're also giving Dualtone permission to feature your entry and any associated materials, and any medium including, but not limited to, website, television, radio and/or

printed materials to promote this Contest and Dualtone products. Other than what is set forth above, Dualtone is not claiming any license or ownership rights to your entry.

PRIZES

(1) One Grand Prize winner will be flown to Nashville, put up in a hotel and will get a songwriting session with the legendary Guy Clark

Prize value estimated a \$1500.00 USD.

(2) Second Place Winners will be selected to get free tickets to an upcoming Guy Clark show of their choice and get to meet Guy backstage.

Prize value estimated a \$150.00 USD.

No substitution, transfer, or assignment of prize permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value in the event an offered prize is unavailable. If a winner cannot or will not accept a prize, then prize will be forfeited and awarded to an alternate winner. Sponsor reserves the right to substitute a prize of equal or greater value if entire prize or a portion of the prize is unavailable. Specifics of prize package are subject to availability and sponsor's sole discretion.

GENERAL CONDITIONS

The entry must have been created solely by the entrant. The entry cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. Modifying, enhancing or altering a third party's pre-existing work, does not qualify as entrant's original creation. Entry may not be offensive, as determined by judges in their sole discretion. Entries not complying with all rules are subject to disqualification.

Entrants shall not receive any compensation or credit for use of entries, other than that disclosed in these rules. Entrants agree to be bound by the terms of these Official Rules. In the event of a dispute, the laws of the State of Tennessee in the United States govern this Contest. All federal, provincial, state, and local laws and regulations apply. Acceptance of prize constitutes permission for Dualtone and its agents to use winner's name, e-mail address, voice and likeness for advertising and promotional purposes without additional compensation unless prohibited by law. By entering, participants release and hold harmless Dualtone, along with its agents and representatives, affiliates, advertising, promotion, and fulfillment agencies, and legal advisors from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this Contest, the use of any entry, or the acceptance or use of any prize won unless prohibited by law.

INTERNET

If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, uploads of malicious files or viruses, or any other causes beyond the control of Dualtone which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Dualtone reserves the right at its sole discretion, to disqualify any entry or any individual who tampers with the entry or voting process, and to cancel, terminate, modify or suspend the Contest and select winners using all eligible, non-suspect entries and/or votes received as of the date of termination. Dualtone assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Dualtone is not responsible for any problems or

technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, DUALTONE RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the license holder of the Application submitted.

WHO WON

A list of winners will be posted online after September 22, 2009 at <http://www.dualtonerecords.net/clarkcontest>

**Contact Sponsor: Dualtone Music Group for questions. 615-320-0620
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