

Official Rules for A Brighter Day Local Teenage Band Showcases

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These Terms and Conditions of Use (this "Agreement") set forth the terms and conditions that apply to your use of the Web site located at www.battleofthebands.com and the services, contests, and materials offered thereon (collectively, the "Service") which are offered to you by A Brighter Day (a 501©(3) Charity. BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree to be bound by this Agreement, you must discontinue your use of the Service.

1. The Basics

Key Terms: The Service is a computer online service that facilitates the operation Local Teenage Band Showcase (the "Contest"). It is accessible to you through a personal computer, or other access device at www.abrighterday.info (the "Site"). Ability to Enter into the Agreement: You affirm that your band members are between the ages of 14 and 19 and an adult representative (age 18 or older), are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. You may not submit anything to the Site, or provide any information about yourself unless a representative at least 18 years old, or have parental consent from a legal parent or guardian.

Termination of Service (Including Contests): A Brighter Day may, at any time, terminate this service or your participation.

Restrictions on Use As part of the Service, you will be provided with services that may include information, editorial content, chat rooms, contest opportunities, links to other Web sites i. restricting the time of availability. A Brighter Day may:

1. Restrict the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems),
2. Restrict the amount of use permitted,
3. Change Contest rules, and
4. Restrict or terminate any user's right to use all or part of the Service, at any time to without prior notice or liability.

2. General Contest Rules and Conditions

By participating in the Contest, each participant certifies that he/she has followed, and agrees to be bound by the Contest Rules and this Agreement. All Entrants consent to use of name, likeness, entry material in any manner by A Brighter Day, or a sponsor who provides prize(s) for the Contest ("Sponsor") or any other promotional partners, for advertising and trade without further compensation, unless prohibited by law. By participating in the Contest, participants agree to be bound by the decisions of A Brighter Day, which are final.

Eligibility in for-prize contests: Unless otherwise provided, the Contest is open to legal residents of the 50 United States (and the District of Columbia), Canada, Australia, the United Kingdom of Great Britain. Duration and Entry: The Contest begins and ends on the dates and times specified on the Site.

Submission of Entries: Any authorized user of the Site may submit an entry in the Contest based on the qualification rules and submission requirements established for the Contest. These persons are referred to as "Entrants." Unless otherwise noted, entries for the Contest must only depict the original performance (e.g., singing, dance) of the Entrant. Any entry that violates the Contest Rules or this Agreement is subject to immediate removal, and the Entrant may be disqualified from prizes. Prizes are provided by A Brighter Day and sponsors. The details of the prize and associated worth of the prizes will be provided prior the Event.

Winners: To find out the name of the winner(s) of the Contest, visit the Site after the specified Contest end date and time. However, the goal of each event is to announce winners at the end of each evening.

A Brighter Day is not responsible for any prize awarded by any Sponsor, including for any warranty, support or other services associated with the prize. Submission of Content: The Site may enable you

to create content ("Content") that you submit to A Brighter Day for display on the Site, whether as an entry in the Contest or otherwise.

You agree that A Brighter Day is not responsible for any violations of any intellectual property rights in any Content that you submit. You understand that by using the Service that your content will be publicly available to others and that A Brighter Day has no obligation to prevent the unauthorized copying, dissemination, alternation or other use of your Content by others.

Site Availability: You understand that the Site may be taken down for maintenance from time to time and that most Site features, including access to the Contest, will not be available during that time.

A Brighter Day reserves the right to terminate any portion of the Site at any time, for any reason, with or without notice, even though termination may affect your ability to participate in the Contest.

3. Conduct Required for Use of the Service

It is a condition of your use of the Service that you do not:

- i. restrict or inhibit any other user from using and enjoying the Service;
- ii. post, upload, perform, or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any images or other material depicting Nudity, as herein defined;
- iii. post, upload, perform, or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or Trojan horses;
- iv. post, upload, create, or transmit any information (including without limitation Content), software or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, without first obtaining permission from the owner or right holder;
- v. post, upload, or transmit any information, software or other material that contains a virus or other harmful component;
- vi. post, upload, or transmit content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or phreaking;
- vii. post, upload, transmit or in any way exploit any information, software or other material for commercial purposes or that contains advertising, "junk mail," "spam," or "chain letters" except that you may provide promotional materials in those areas of the Site that may be designated for such purpose;

- viii. solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;
- ix. impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity;
- x. resell, redistribute, broadcast or transfer the information or use the information derived from the Service in a searchable, machine-readable database;
- xi. use the Service to collect personally identifying information about users of the Service in violation of our Privacy Policy;
- xii. disguise a file type to thwart A Brighter Day's detection processes;
- xiii. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content submitted to the Site;
- xiv. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- xv. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- xvi. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- xvii. "stalk" or otherwise harass another;
- xviii. post, provide, or transmit any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; or
- xix. attempt to gain unauthorized access to other computer systems or networks connected to the Service.

4. Monitoring

A Brighter Day has no obligation to monitor the use of the Service by users. You acknowledge and agree that A Brighter Day reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with our Privacy Policy. Use of the Service constitutes consent to such monitoring. Furthermore, A Brighter Day reserves the right at all times to disclose any information posted on any

portion of the Service as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in Ernie Ball's sole and absolute discretion are objectionable or in violation of this Agreement.

5. Content on the Service.

Communications posted through the Service are provided by users such as you who are unaffiliated with A Brighter Day, and the user providing each such Communication is solely responsible for the content thereof. This means that you, and not A Brighter Day, are entirely responsible for all Communications that you upload, post, email or otherwise transmit via the Service

6. Personal Safety.

When using the web site, please be certain that anything you say does not compromise your personal safety. Do not provide your name, phone number, postal or e-mail address, your password, or any other personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable. A Brighter Day has no intention of sharing your information with any other services.

7. Submissions

A Brighter Day is pleased to hear from users and welcomes your comments regarding programs and services. Accordingly, we value your feedback. We must ask that you do not send original creative materials. A Brighter Day is under no obligation to: (1) maintain any of your or any user's Comments in confidence; (2) to pay to you or any user any compensation for any Comments; or (3) to respond to any of your or any other user's Comments.

8. Merchants

Your correspondence or business dealings with, or participation in any outside services, support or merchandise is strictly between you and the merchant. A Brighter Day will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Service.

9. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, A BRIGHTER DAY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF,

INCLUDING ANY PARTICIPATION IN A CONTEST. A BRIGHTER DAY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR IN A CONTEST, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR PARTICIPATION IN A CONTEST, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR ANY CANCELLATION OF A CONTEST, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. A Brighter Day DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND A BRIGHTER DAY WILL BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL A BRIGHTER DAY OR ITS SPONSORS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR WITH THE DELAY OR INABILITY TO USE THE SERVICE OR PARTICIPATE IN THE CONTEST, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY FILE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT A BRIGHTER DAY, SPONSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

11. Limitation of Actions

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Site or the Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

12. Indemnification

You agree to defend, indemnify and hold harmless A Brighter Day, its Sponsors, and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any non-compliance by you with the terms and conditions of this Agreement; and (d) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

13. Trademarks

A Brighter Day and the A Brighter Day logo, are trademarks of A brighter Day, and all other trademarks, service marks and trade names used on the Service are the property of their respective owners, and all of the above trademarks may not be copied, downloaded or otherwise exploited without the permission of A Brighter Day, or the owner of such trademark, service mark or trade name, as the case may be, except as explicitly permitted in the section above entitled "Restrictions on Use".

14. Minors

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the Service, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Service; and (c) the consequences of any use of the Service by such Minor. Children under the age of 13 should not register for the Service. At various places on the Service, we ask for the age of the users. A Brighter Day relies on our users to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our privacy policy.

15. Child Online Protection Act Notification

Pursuant to 47 U.S.C. Section 230(d) as amended, A Brighter Day hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation Web site, <http://www.eff.org>, and at the GetNetWise Coalition website, <http://www.getnetwise.org>. To

view information on our policy regarding the privacy of children under the age of 13, please see our privacy policy.

16. Infringement Policy

A Brighter Day, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your right to use the Service and remove material that are alleged to infringe the copyright or other intellectual property rights of a third party if A Brighter Day determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. A Brighter Day accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), A Brighter Day has implemented procedures for receiving written notification of claimed infringements on the Site and for processing such claims in accordance with the Act. All claims of infringement must be submitted to A Brighter Day in a written complaint that complies with the requirements below and is delivered to our designated agent to receive notification of claimed infringement:

By mail:

A Brighter Day

411 Read Drive

Lafayette, CA 94549

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials.
- c. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- d. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

17. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law. Although you acknowledge that we will have the ability to enforce our rights in any court of competent jurisdiction, you hereby consent to the exclusive jurisdiction and venue of courts in Los Angeles, California, U.S.A., regarding any and all disputes relating to this Agreement or your use of the Service. By entering into this Agreement: You affirm that you are more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. You may not submit anything to the Site, or provide any information about yourself unless you are at least 18 years old.

Termination of Service (Including Contests): A Brighter Day, MAY AT ANY TIME AND FOR ANY REASON COMPLETELY DISCONTINUE THE SERVICE, WHICH INCLUDES WITHOUT LIMITATION THE CONTEST REGARDLESS OF HOW FAR IT MAY HAVE PROGRESSED.

Restrictions on Use As part of the Service, you will be provided with services that may include information, editorial content, chat rooms, contest opportunities, links to other Web sites and other computer services that A Brighter Day may decide to offer, subject to the terms hereof. A Brighter Day may, in its sole discretion, discontinue or alter any aspect of the Service, including, but not limited to,

- i. restricting the time of availability,
- ii. restricting the availability and/or scope of the Service for certain platforms (i.e., computer types and operating systems),
- iii. restricting the amount of use permitted,
- iv. changing Contest rules, and
- v. restricting or terminating any user's right to use all or part of the Service, at any time in Ernie Ball's sole discretion and without prior notice or liability. You are responsible for all charges (e.g., telephone) associated with connecting to the Service through an available access number. You are also responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Service. You certify that you are an individual (i.e., not a corporation). The Service is owned and operated by A Brighter Day and contains material that is derived in whole or in part from material supplied and owned or licensed by A Brighter Day and other sources. Such material is protected by copyright, trademark, and other applicable laws. You may not modify or copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Service, including but not limited to code and software ("Material"). You may, however, download

Material from the Service for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices and use the Material in accordance with all restrictions applicable to your use of the Service in general.