

Official Rules

The Catalyst Music Project ("Contest") begins at 12:00:00 p.m. Eastern Time (ET) on Tuesday, April 7, 2009 and ends at 11:59:59 a.m. ET on Wednesday, July 1, 2009 ("Contest Period"). Contest sponsored by Giant Impact ("Sponsor").

ELIGIBILITY: Contest is open to individuals who are age 18 or older and a legal resident of the fifty United States and District of Columbia. Those who are currently signed to a development, publishing, or recording contract of any kind are not eligible. Additional restrictions may apply.

ENTRY: To enter, access www.inorecords.com/catalyst during the Contest Period and follow the online instructions to complete and transmit the entry form. Web site entries must be received by 11:59:59 a.m. Eastern Time on Wednesday, July 1, 2009. Multiple entry forms may be submitted. If submitting multiple songs, please enter the Contest under one name and one valid email address. Entry form must be filled out in its entirety in order to be considered. Song submissions must be original and deemed original by Sponsor. Sponsor reserves the right NOT to contact contest entrants during or after the Contest Period has ended. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified.

PRIZE: 10 (ten) original songs will be selected from entries by the Sponsor. Entrants/writers of these 10 chosen songs will have the opportunity to have their song included on an original recording product compiled by the Sponsor, and published by INO Records and the Sponsor. Out of those 10 entries, up to 3 entrants will be chosen to record on the product. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. <Link to Sample Contract>

SELECTION OF WINNERS: The winners will be determined through careful selection by Sponsor from all eligible entries received. The potential winners will be contacted by e-mail address or phone number provided upon entry, within 30 days of the close of the Contest Period. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify potential winners. **The potential winners will be required to sign and return an affidavit of eligibility, release of liability, a single song publishing contract, and where lawful, a publicity consent and release agreement, all within 10 days of notification or attempted notification.** By accepting the opportunity outlined as the prize, winners consent to the use of his/her names, voices and/or

likenesses for the purpose of advertising, trade, or promotion without further compensation, unless prohibited by law and upon request will provide such consent in writing. If the selected winners cannot be contacted, are ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

GENERAL TERMS AND CONDITIONS: By entering, each participant agrees (a) to be bound by these Official Rules and the decisions of Sponsor, which shall be final, and (b) that Sponsor, agents and representatives of Sponsor, its parent companies, affiliates, subsidiaries, officers, directors, employees, legal advisors and advertising, promotion, fulfillment agencies are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible, e-mail; (ii) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance of the prize, or from participation in the Contest including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy; or (vi) any printing or typographical errors in any materials associated with the Contest. Sponsor reserves the right, in its sole discretion, to modify, suspend, or cancel Contest at any time if the Contest is not capable of running as planned, including if a computer virus, bug, or other technical problem corrupts the administration, security, or proper play of the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual or entity it finds to be attempting to defraud or in any way tamper with the Catalyst Songwriter Contest.

DISPUTES: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF GEORGIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Georgia having jurisdiction. Further, in any such dispute, under

no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participants' actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

ENTRANT'S PERSONAL INFORMATION: Information collected from entrants is subject to Sponsor's privacy policies.