

# The BOSS® “Loop Station Championship” Contest Official Rules

**1) CONTEST DESCRIPTION AND PERIOD:** The BOSS® Loop Station Championship Contest (the “Contest”) is a skill contest in which participants will create and submit a 5-minute music video or audio-visual work, the audio portion of which must be created and recorded using a BOSS® Loop Station product (RC-50, RC-20XL, RC-20, RC-2).

The Contest starts at 12:00AM on August 1, 2010 and ends 11:59pm on September 30, 2010 (the “Contest Period”).

## **2) ELIGIBILITY: CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED KINGDOM**

The sponsor of this Contest is Roland UK Ltd (the “Sponsor”).

Officers, directors, employees, contractors and agents of YouTube, Sponsor, its and their parent companies (if any), subsidiaries and affiliated companies, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Contest (collectively, the “Promotion Parties”) and their immediate family members (parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate.

*Equipment Requirements.* You must own or have access to a BOSS® Loop Station product (RC-50, RC-20XL, RC-20, RC-2) and have a valid user account with YouTube™ to be eligible for the Contest.

*Age Restrictions.* Please read these Contest Rules carefully. Certain age restrictions required by law or various commercial practices may apply to aspects of your submission or if you are selected as a finalist in this Contest. If you are under the age of 18 you will need to obtain the consent of your parent or legal guardian and have that person sign the Contest entry form along with you (see details in Sections 3 and 4 below). If you are under 21 years of age, your parent or legal guardian will need to come along with you (Sponsor will award you one additional airfare and accommodations for your parent or legal guardian for this purpose, see details in Section 7 below) if you are selected as a finalist.

**3) HOW TO ENTER:** You must create a music performance video relying primarily on a BOSS® Loop Station to make, reproduce and perform all or portions of the audio portion of your performance:

*Audio.* The source of any audio input into your BOSS Loop Station must be created by you. You may not sample other people’s music or other audio works, regardless of whether or not they are well-known. You may use any and all musical or other instruments available to you to create sounds or loops for your submission and, most importantly, you must be able to perform your submission by yourself, live, in front of an audience without the assistance of other musicians or pre-recorded tracks. If a submission includes words or lyrics, they must be in English (no sub-titles). Your submission may not exceed five (5) minutes in length. If it does, it will be automatically disqualified.

*Video.* The visual portion of your submission should primarily feature your performance, though you can use visual effects if you think they add to your submission.

*Steps for Submission.* To enter your submission in the Contest, log onto the YouTube website and complete the following three-step process:

- Step #1 -- Register on YouTube. If you are not an existing user of YouTube, you will need to create a free user account at [www.youtube.com](http://www.youtube.com). Registration on YouTube must be completed before your submission can be entered. When you register for a YouTube account, you will be required to agree to the YouTube “Terms of Service,” and “Privacy Policy”.

- Step #2 -- Upload your submission: Once registered with YouTube, upload the final version of your submission. The YouTube website provides instructions on formatting, uploading, etc. The title of your submission must begin with "BOSS LOOP CONTEST 2010". Submissions that do not include all required information and adhere to the foregoing and following requirements will be automatically disqualified.

- Step #3 -- Fill out the Contest registration form: If you do not complete this registration step, your Submission will not be entered into the Contest or eligible for a prize. Entrant must provide Sponsor with his or her true name, email address, YouTube user name, link (URL) to submission, contact information, and other required fields to be officially entered in the Contest and eligible for a prize. Please complete the registration form on the <http://www.roland.co.uk/wlc> web page. If you are under 18 years of age you must have your parent or legal guardian also complete all the same information on the same form (in other words, you both have to fill out and complete the same registration form). BOSS is not responsible for entrant's failure to timely complete each step of the registration process. Registration must be completed by 11:59:59pm on September 30, 2010 or your Submission will not be entered into the Contest.

**IMPORTANT: Save your submission in the original format after uploading it to YouTube. If you are a winner, you will need to provide Sponsor with your Submission in its original format in order to qualify as a finalist and/or the grand prize winner.**

Technical and Other Requirements: Video file(s) submitted through your YouTube account must be provided in one of the following file formats: avi, mov, mpg, or wmv (see YouTube "Terms of Service" for additional details). Once you complete and submit your entry, your submission is final and may not be modified or edited without permission from Sponsor. The person named as the registered owner of the user account on YouTube associated with the Submission and named on the Contest registration form for the Submission must match, and that person will be deemed the entrant, or, alternatively, the registered owner of the user account on YouTube must be the parent or legal guardian of the entrant. In the event of dispute regarding the identity of an entrant, dispute will be resolved in favor of the individual who is the "authorized email account holder" of the email address provided when the YouTube user account was created. "Authorized email account holder" is defined as the natural person assigned an email address by an Internet access provider, online service provider, or other organization (i.e., business, education institution) responsible for assigning email addresses for the domain associated with the submitted email address. If there are multiple entrants in one family, it is preferred that each entrant submit their Submission with their own unique user account on YouTube, although multiple entrants in one family are allowed to enter Submissions on one user account on YouTube. Each entrant must create a free "Backstage" account by registering for the Contest on the <http://www.roland.co.uk/wlc> web page.

A group of individuals may collaborate on a submission. However, if they do, they are required to designate one (1) representative to enter the Contest and one and only that one person may accept the prize on behalf of the group. Neither Sponsor nor any of the Promotion Parties are liable for any disputes between collaborators related to a Submission. If any member of a group submission is under the age of 18 years old it is the responsibility of that person and the group to ensure that the minor's parent or guardian has read and understood these Contest rules, complied with them, and signed all the necessary applications and forms, to qualify. If a group of individuals who collaborate on a submission include one or more persons under the age of 18 and the parent(s) or legal guardian(s) of these minors do not sign all the necessary applications and forms, your group submission will be automatically disqualified from the Contest.

You may enter up to three (3) submissions so long as the same (or substantially similar) submission is not uploaded more than once. Limit: three (3) entries per person. Any individual suspected of submitting entries in excess of three (regardless of the method or means) will be disqualified from participation in this Contest. The name of the person entering the Contest must be the authorized account holder of the email

address on the entry form; otherwise, the entry may be disqualified. In the event of a dispute over the identity of a winner, an entrant will be required to provide identification sufficient to show that he/she is the authorized account holder of the email address on the entry form. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her e-mail or postal address during the Contest Period.

Automated and/or repetitive electronic submissions (including but not limited to entries made using any script, macro, bot or Contest service) will be automatically disqualified and transmissions from these or related email or IP addresses may be blocked.

Submissions that do not comply with the Contest Rules will be disqualified from the Contest. All decisions of the Sponsor in this regard are final and binding. Publication of a Submission does not mean the Submission has been deemed to be in compliance with the Contest Rules.

#### **4) USE OF YOUR SUBMISSION AND PERSONAL INFORMATION:**

(a) Entries and other submitted material become the property of Sponsor and will not be acknowledged or returned. By entering a submission:

(i) You represent and warrant that your entry and all elements contained therein ("Content") are your original work, have not been stolen or plagiarized, previously published or distributed in any media and have not been entered in or won previous contests or awards; and, that the Content does not violate any copyright, trademark, publicity right, or any other right of any third party.

(ii) You agree that Content shall be, to the maximum extent eligible, a "work made for hire," under the U.S. Copyright Act, as amended, with all rights therein, including without limitation the exclusive copyright, being the property of Sponsor. Otherwise, if your entry or any element thereof is considered not to be a "work made for hire," you hereby unconditionally and irrevocably transfer to Sponsor all right, title, and interest in the Content (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, wherever produced or located, including without limitation the right to make, use, sell, offer for sale, copy, distribute, perform, display and to create derivative works of the Content for advertising, trade, other commercial purposes or any other purpose. You also agree that, if you become a Contest finalist/winner, you will sign and agree to the Eligibility/Talent & Liability Release form (see Section 8 below) which will include, among other things, these same terms and conditions described in this paragraph "(ii)" regarding "work made for hire" and the transfer of your copyright to Sponsor.

(iii) You represent and warrant that you meet the requirements and qualifications for this Contest and that you have read these Official Rules and are fully familiar with them.

(b) You agree to indemnify, and hold Sponsor, its officers, directors, employees, contractors, agents and representatives ("Indemnitees") harmless from and against any third party claim (including reasonable attorneys' fees and costs) arising from any use of the Content. You waive (i) any right to publicity, privacy or moral rights relating to the Content or your participation in this Contest, and (ii) any right to inspect or approve uses of the Content or to be compensated for any such uses. To the extent these rights may not be waived legally, you agree not to assert them.

(c) By submitting an entry, you grant Sponsor and its affiliated companies for a period of five (5) years from the end of the Contest Period, the right (except in the state of Tennessee and where otherwise prohibited by law), to use your name, likeness, picture, image, identity, address (city and state), e-mail address, voice, biographical information, signature, submission/entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Contest, Sponsor and its goods and services (including but not limited to any BOSS products), without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, rights of integrity or attribution, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, image, picture,

likeness, voice, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor, its parent, subsidiaries, and its domestic and foreign affiliated companies and agents for all entrants in the Contest, including entrants who are selected as finalists and/or prize winners and those entrants who are not selected. Sponsor shall have no obligation to use the winning entries or any other entry for any purpose.

(d) Your entry shall not: (1) contain trademarks or copyrighted material not owned by entrant or used without permission (including, but not limited to, company names, brand names, music, etc); (2) use individuals' names, in whole or in part; (3) refer to public figures; (4) contain profanity, pornographic, or sexual content, content promoting alcohol, illegal drugs, tobacco, firearms, or weapons, hateful content of any kind (including racism, sexism, etc.), content that promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content; (5) defame, misrepresent, or contain disparaging remarks about other people or companies, including, but not limited to Sponsor; (6) promote a political agenda regardless of the political affiliation; (7) contain materials embodying the names or other identifying elements of any person, living or dead, without permission; (8) materially mention, or refer to, any competing brands of the Promotion Parties.

Any entry information collected from the Contest shall be used only in a manner consistent with these Official Rules and the consent given by entrants (or entrants' parent or guardian, as the case may be) at the time of entry and/or at the time a prize is awarded, and with Sponsor's then-current privacy policy.

If you are under the age of 18 (under the age of 19 in Alabama), you represent and warrant that your parent or legal guardian has read this Section 4 before completion of the three step process described under Section 3 entitled "Steps for Submission".

#### **5) CONTEST FINALISTS AND WINNER SELECTION:**

Upon the close of the Contest Period, a group of judges selected by Sponsor will evaluate the submissions based on following equally weighted factors:

- (i) Creativity/Imagination/Uniqueness
- (ii) Skill in exploiting the potential of BOSS RC-series Loop Stations
- (iii) Musical Expression/interpretation

Judges will select six (6) submissions as finalists at judges' sole and absolute discretion. In the event of a tie, the tie will be broken by an independent determination of the judges. The Sponsor and/or judges' decisions are final and binding in all matters relating to this Contest.

YouTube visitors will have the opportunity to comment and vote for their favorite submission. The voting and comment period on YouTube will be during the Contest Period, but will not begin during the Contest Period until the first submission is posted. Judges may, at their absolute and sole discretion, consider or ignore commentary and voting on YouTube when considering and evaluating any submission.

Finalists will be required to attend and perform at a live competition, to be held on October 23, 2010, at the Musicians Institute in Hollywood California. Finalists will create and perform a Loop Performance using a BOSS Loop Station (RC-50, RC-20XL, RC-20, RC-2) in front of a live audience. Your performance may not exceed five (5) minutes in length. At the live event, a finalist can perform either the same work which he/she previously submitted on YouTube; or a completely different and/or spontaneous work. In other words, each finalist has the option of choosing what he/she wants to perform at the event.

Similar to the rules for the initial submission, the source of any audio input into your BOSS Loop Station during your live performance must be original to you and played by you. You may not sample other people's music or other audio works, regardless of whether or not they are well-known. You may use any and all musical or other instruments available to you to create sounds or loops for your submission, so long as it is without the assistance of other musicians or pre-recorded tracks. If a submission/performance includes words or lyrics, they must be in English.

A group of celebrity judges will judge the finalists live competition. The celebrity judges will evaluate the live performances based on the same three equally weighted criteria of: (i) Creativity/Imagination/Uniqueness, (ii) Skill in exploiting the potential of BOSS RC-series Loop Stations, and (iii) Musical Expression/interpretation. Celebrity judges will also, at their sole and absolute discretion, be allowed to consider audience reaction.

After hearing and evaluating the six "live" performances, the celebrity judges will pick and announce one grand prize winner, two second place winners and three third place winners, at the event.

**IMPORTANT NOTE:** You agree that, if you become a finalist/winner, you will consent to Sponsor recording, transmitting and/or streaming live over the Internet both the audio and visual portions of your appearance and performance at the October 23rd event. Terms and conditions governing your appearance and performance will be part of the Eligibility/Talent & Liability Release (see details in Section 8, below). These will include, among other things, that your appearance/performance will be a "work made for hire", that Sponsor will own all rights in your appearance/performance (including all copyright) and that you will grant Sponsor rights of publicity so that Sponsor can use your these rights consistent with Section 4(c), above, of these Contest rules.

**BY BECOMING A FINALIST OR WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR SUBMISSION WILL BE USED BY SPONSOR OR OTHERWISE.** All prizes will be awarded provided a sufficient number of qualified eligible entries are received. Non-winning and/or ineligible entrants will not be contacted. Should a winner decline the prize offered for any reason or no reason, the next-eligible, highest-ranking entry will be deemed the winner.

**7) PRIZES:** ONLY ONE PRIZE PER ENTRANT. Each of the six finalists will win the following:

- roundtrip airfare to and from Los Angeles, California, two nights hotel accommodations and \$200 to cover transportation to and from Musician's Institute in Hollywood, CA (if you are under 21 years old, you and one parent or legal guardian will receive airfare and hotel accommodations for two, plus \$300 for transportation – see details below).
- the opportunity to perform live at the finalist competition and to compete for the grand prize and other prizes to be awarded at the competition

The prizes to be awarded at the finalists competition are as follows:

- One (1) Grand Prize: Three thousand dollars (US\$3,000) of BOSS gear (estimated retail value)
- Two (2) Second Place Prizes: Two thousand dollars (US\$2,000) of BOSS gear (estimated retail value)
- Three (3) Third Place Prizes: One thousand dollars (US\$1,000) of BOSS gear (estimated retail value)

The winner of the grand prize, in addition to the US\$3,000 of BOSS gear, will receive the opportunity to compete and perform live at an international championship competition, to be held in 2011 at the NAMM show in Anaheim, California, as described in Section 9 below.

Each finalist shall receive one (1) round-trip economy airfare between the major airport that is nearest to the finalist's residence (to be determined by Sponsor in its sole discretion) and Los Angeles, California; (ii) hotel accommodations for two (2) nights only, at a standard deluxe hotel in Los Angeles (to be selected by Sponsor in its sole discretion); (iii) \$200 for transportation to and from the hotel and Musician's Institute.

If you are a finalist and you are under the age of 21 years of age, you will receive two (2) round-trip economy airfares between the major airport that is nearest to the finalist's residence (to be determined by Sponsor in its sole discretion) and Los Angeles, California; (ii) hotel accommodations for two people for two (2) nights only, at a standard deluxe hotel in Los Angeles (to be selected by Sponsor in its sole

discretion); (iii) \$300 total for transportation to and from the hotel and Musician's Institute. Sponsor requires that your parent or legal guardian accompany you to the finalists' live competition because, among other things, the hotel accommodations require that you be 21 years or age or older to stay overnight at the hotel by yourself.

The total estimated retail value of the two prizes is US \$7,500 (based in part on the current MSRP of BOSS gear awarded). All taxes and any other costs related to the prize not specifically stated within these Official Rules are the sole responsibility of the winner. Sponsor reserves the right to substitute a prize or portion of a prize with one of equal value in the event a prize is unavailable. A finalist/winner may not obtain a substitute for any prize, unless Sponsor consents in writing, which consent Sponsor may grant or deny at its sole discretion. Prizes are non-transferable. The winners shall bear all risk of loss or damage to their prize after it has been delivered.

THIS OFFER MAY NOT BE COMBINED WITH ANY OTHER SPONSOR OFFERS PER THEIR RESPECTIVE FULFILLMENT TERMS AND CONDITIONS.

**8) FINALIST AND WINNER NOTIFICATION; PRIZE FULFILLMENT:** The six finalists for the Contest will be revealed on or about September 15, 2010. Finalists will be notified no later than September 22, 2010, by U.S. mail and/or e-mail (that is why it is important you provide Sponsor with one working e-mail address that is actually yours!) if and only if you are selected as a finalist. For the competition on October 23<sup>rd</sup> at Musician's Institute, finalists must arrive no earlier than October 22, 2010, and depart no later than October 24, 2010.

Sponsor may, at its sole discretion, decide it would like to utilize all or portions of your submission for other purposes (such as promotion or advertising, see Section 4 above). Any finalist notification returned either electronically, or as undeliverable without a forwarding address, will result in prize forfeiture and an alternate finalist may be selected at Sponsor's discretion. Finalists will be required to sign and return to Sponsor an Eligibility/Talent & Liability Release which will include, among other things, "work made for hire"/transfer of copyright agreement and (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification letter. If, for any reason or no reason, any required documents are not promptly returned within seven (7) days of the date notice was sent to any finalist, then the prize will be forfeited and an alternate finalist will be selected at Sponsor's discretion. Sponsor, at its sole discretion, may require a finalist to provide or sign additional documentation. Sponsor may require a confidential background check to confirm eligibility as a condition of awarding any prize or to help ensure that the use of any entrant, finalist or winner in advertising or publicity for the Contest will not bring the Promotion Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or any Promotion Parties.

*Travel and Accommodations.* If you are selected as a finalist, you must utilize the airfare and accommodations described in Section 7 above only for the purpose of performing at the live competition at Musician's Institute in Hollywood, CA, in order to remain eligible to win a prize. Travel and accommodations will be designated and booked solely by Sponsor, and may be changed without notice at any time based on Sponsor's sole discretion. Booking restrictions apply and due to capacity controlled seating, flexibility of travel dates may be necessary. Once booked by Sponsor, travel arrangements may not be changed (though restrictions and blackout dates may apply.). Finalists remain responsible for all expenses not specifically stated as part of any prize awarded, including but not limited to, government or airport taxes, carrier surcharges, service charges, local transportation including air or ground transportation from the finalist's residence to the airport, overnight accommodation prior to or following the travel dates in order to accommodate flight connections, income taxes, insurance, passport and visa costs, gratuities, all meals, beverages, incidentals and any items of a personal nature. Cancellation insurance is not part of the prize, airfare or any accommodations, but is recommended. Prize winners remain responsible for having or obtaining adequate documentation for travel. Airfare and accommodations must be accepted as awarded with no substitution. Airfare and accommodations are non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination.

In the event that a finalist resides in the greater Los Angeles/Orange county region (as determined by Sponsor), Sponsor shall provide hotel accommodations only. Any additional people that finalist chooses to accompany them will be the sole responsibility of the finalist and Sponsor has no obligation for any additional expenses. Finalists are responsible for providing their own gear including all instruments and any products used in the loop performance. In the event that a finalist is unable to attend the U.S. finalist event, BOSS will disqualify the finalist and select a replacement finalist.

**9) INVITATION TO INTERNATIONAL CHAMPIONSHIP EVENTS:** The grand prize winner of the live performance competition at Musician's Institute on October 23, 2010 will represent the United States at the International Championship Event. This event will be held in January, 2011 at the NAMM show in Anaheim California. Winner agrees to arrive on or about January 12 or 13, 2011, and depart Anaheim California on January 16, 2011.

Participants who perform live in the International Championship Event can expect the rules to be similar to the live performance portion of these Contest rules, including that performers will create and perform a Loop Performance using a BOSS Loop Station (RC-50, RC-20XL, RC-20, RC-2) in front of a live audience. At the live event, a finalist will be able to perform either the same work which he/she previously submitted on YouTube (or through another website, if required by a contest outside the U.S.); or a completely different and/or spontaneous work (i.e., each finalist has the option of choosing what he wants to perform at the event). The source of any audio input into the performer's BOSS Loop Station during a live performance must be original to the performer and played by the performer. Performers may not sample other people's music or other audio works, regardless of whether or not they are well-known. Performers may use any and all musical or other instruments available to you to create sounds or loops for your submission, so long as it is without the assistance of other musicians or pre-recorded tracks.

Judges will evaluate the live performances at the International Championship Event based on the same three equally weighted criteria of: (i) Creativity/Imagination/Uniqueness, (ii) Skill in exploiting the potential of BOSS RC-series Loop Stations, and (iii) Musical Expression/interpretation. Judges will also, at their sole and absolute discretion, be allowed to consider audience reaction. Participants who do not live in or near the greater Southern California area will receive airfare and accommodations similar to the airfare and hotel accommodations included in prizes awarded for this Contest. Participants/finalists in the International Championship Event will receive a detailed copy of the rules, requirements and prizes for the International Championship Event at least one month in advance.

The winner of the International Championship Event will win BOSS gear estimated to be worth US\$3,000 /2,500 EU (monetary value of this grand prize is estimated, in part, based on current MSRP of BOSS gear).

**IMPORTANT NOTE:** You agree that, if you become a finalist/winner, you will consent to Sponsor recording, transmitting and/or streaming live over the Internet both the audio and visual portions of your appearance and performance at the International Championship Event. Terms and conditions governing your appearance and performance will be part of the Eligibility/Talent & Liability Release (see details in Section 8, above). These will include, among other things, that your appearance/performance will be a "work made for hire", that Sponsor will own all rights in your appearance/performance (including all copyright) and that you will grant Sponsor rights of publicity so that Sponsor can use your these rights consistent with Section 4(c), above, of these Contest rules.

**10) TERMINATION OF CONTEST OR ANY SUBMISSION:** If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Sponsor may, at its sole discretion, disqualify any individual who (a) tampers or attempts to tamper with the entry process or the operation of the Contest or any Sponsor or YouTube; (b) violates, circumvents, or attempts to violate or circumvent the Official Rules; (c) violates or attempts to violate the YouTube Terms of Service, or (d) acts in an

unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**11) RELEASE:** All entrants and winners, as a condition of entry into the Contest, agree to release Sponsor, its directors, officers, parents (if any), subsidiaries and affiliated companies, contractors, agents, representatives, suppliers, printers, application developers, advertising, promotional or judging agencies, the Promotion Parties, its employees, officers, directors and personnel (the "Released Parties"), from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with participating in the Contest or accessing any website in connection therewith; submitting an entry or otherwise participating in any aspect of the Contest; the receipt, ownership or use of any prize awarded; preparing for, participating in or traveling to and/or from any Contest-related or prize-related activity, or any typographical or other error in these Official Rules or the announcement of offering of any prize. The Released Parties are further not liable for damage to an entrant or user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsor and Promotion Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond their control (a "Force Majeure Event"). Should a Force Majeure Event occur, Sponsor may, but is not obligated to, exercise commercially reasonable efforts to hold the final event at another time.

## **12) ISSUES OF LAW:**

(a) Taxes. ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES RELATING TO PARTICIPATION IN THIS CONTEST OR THE AWARDING OF THE PRIZES ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS AND FINALISTS.

(b) Governing Law. All federal, state and local laws and regulations are applicable. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, these Official Rules, participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of California, irrespective of the fact that any one of the parties is now or may become a resident of a different state. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Los Angeles County, California and hereby waive any objection to such jurisdiction and venue. Any claim or cause of action arising out of or related to this Contest or these Official Rules must be filed within one (1) year after such claim or cause of action arose regardless of any law to the contrary. In the event any such claim or cause of action is not filed within such one (1) year period, such claim or cause of action shall be forever barred.

(c) Severability. If any provision of these Official Rules shall be held invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the Sponsor's fundamental intentions hereunder, and the remaining provisions shall not be affected or impaired, provided, however, that in such cases the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provision by a new legally valid stipulation.

(d) Important Disclaimers and Limitations.

There are NO WARRANTIES express or implied made by Sponsor and, additionally, no implied indemnities of any kind. The only warranties you receive on the BOSS gear are the applicable product warranties offered by BOSS. The airfare and accommodations are subject to the usage rules, application regulations and warranties, if any, governing the applicable airlines and hotel.

No liability or responsibility is assumed by Sponsor or the Promotion Parties arising from or relating to 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. Neither Sponsor nor any Promotion

Parties shall have any responsibility or liability 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 email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the website in whole or in part for any reason; traffic congestion on the Internet or the website; 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 Promotion 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 any website. Use of the Internet and any websites are at entrant's own risk. Sponsor and the Promotion 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 website or the download of any information from the website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR, ITS AGENTS, REPRESENTATIVES AND CONTRACTORS HEREBY DISCLAIM ANY WARRANTIES, OBLIGATIONS, LIABILITIES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR ANY IMPLIED INDEMNITIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT SPONSOR HAS NOT MADE, AND YOU ARE NOT RELYING ON, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS TO YOU REGARDING THE VALUE OF THIS CONTEST OR THE ODDS OF YOU BECOMING A FINALIST OR A WINNER, OR ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, PRODUCTS, SERVICES AND RELATED GRAPHICS USED IN CONNECTION WITH THE CONTEST, THESE OFFICIAL RULES OR ANY WEBSITES. ALL DATA, INFORMATION, PRODUCTS, SERVICES AND GRAPHICS RELATED TO THE CONTEST, THESE OFFICIAL RULES AND ANY WEBSITES ARE PROVIDED "AS-IS, WHERE-IS" WITHOUT TECHNICAL SUPPORT OF ANY KIND.

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At any time and from time to time during the Contest Period or at any related competition or live event, upon the request of Sponsor, entrants, finalists and winners will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and/or or delivered, all such further documents, instruments or assurances as may be necessary, desirable or proper to carry out the intent and accomplish the purposes of this Contest and these rules.

**13) FINALISTS LIST:** To request the names of the finalists (available after September 15, 2010) send an e-mail with subject line: BOSS Loop Station finalists to [webmaster@rolandus.com](mailto:webmaster@rolandus.com). Requests must be received no later than October 15, 2010.

**14) WRITTEN COPY OF RULES:** To request a hard copy of these Contest Rules, send us a written request by U.S. mail addressed as follows:

Roland Corporation U.S.  
5100 S. Eastern Ave.  
Los Angeles CA, 90040  
Attn: The BOSS® "Loop Station Championship" Contest  
Request for Hard Copy of Contest Rules

You can easily find an electronic copy of these Contest Rules at <http://www.BossUS.com/LoopStation>

**15) SPONSOR:** Roland Corporation U.S., 5100 S. Eastern Ave., Los Angeles CA, 90040  
Email: [webmaster@rolandus.com](mailto:webmaster@rolandus.com)

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