

## Eventful and Summerfest Competition Official Rules

### **NO PURCHASE NECESSARY.**

1. **ELIGIBILITY:** The Summerfest and Eventful Competition is open only to individuals. The following individuals are not eligible: employees of Summerfest, Eventful, Inc. and each of their respective parent, subsidiary and affiliated companies, distributors, web design, advertising, fulfillment, judging and agencies involved in the administration, development, fulfillment and execution of this Competition collectively, ("Competition Parties"), and the immediate family members (spouse, parent, child, sibling and spouse or "step" of each) and those living in the same households of each. Eligible individuals may either enter as a solo performer or enter on behalf of their band, provided all members of the band meet the above eligibility requirements.

2. **HOW TO ENTER:** Go online to [www.eventful.com](http://www.eventful.com) ("Web Site") between 12:00:01 pm PT on April 15, 2009 and 2:00:00 pm PT on May 13, 2009 and follow the instructions to opt-in for the Competition. If you have not already registered your band with Eventful.com, you will first need to complete the Eventful performer registration process. By opting in for this Competition, entrant agrees to these official rules.

3. **CONDITIONS OF ENTRY:** By opting in, entrant irrevocably grants Sponsors and their affiliates, legal representatives, assignees, agents and licensees, the unconditional and perpetual right and permission to use entrant's name and likeness, entrant's band's name and/or statements regarding entrant's participation in the Competition (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without additional compensation or approval from the Entrant or any other party. Entrant agrees to indemnify and hold Sponsors, Eventful, Inc. and their respective parent companies, subsidiaries, affiliates and agencies, and any of their employees, officers, and directors (collectively, the "Indemnities"), 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 Indemnities due to or arising out of the Entrant's entry into the Competition, including but not limited to claims for: trademark infringement, copyright infringement; violation of an individuals right of publicity or right of privacy; or defamation.

4. **SELECTION OF WINNERS:** Opted-in bands will be posted on the Competition landing page where registered Eventful.com users can browse the list of bands and demand their favorite bands. The voting period will begin April 13, 2009 at 12:00:01 pm PT and end on June 3, 2009 at 2:00:00 pm PT ("Voting Period"). Limit one (1) vote per registered user per location. Automated methods of voting are prohibited. At the close of the Voting Period, the band that receives the most votes will be declared the Winner, subject to verification. In the unlikely event that public voting results in a tie, the winner will

be determined in a tiebreaker to be determined by Sponsors. Winner is subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of all required documents (described below). Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Competition and that all decisions of Sponsors are final and binding. Entrants understand and acknowledge that Summerfest has the final decision in determining what acts play their stages.

#### **5. PRIZE:**

**ONE (1) GRAND PRIZE:** The band with the most demands at the close of the competition will win a spot to perform on stage at Summerfest 2009. Winning band is responsible for its own transportation and lodging to and from the festival, Summerfest will determine which day, time and stage the winning band will play on based on the winning bands genre of music

**6. GENERAL CONDITIONS:** If for any reason the Competition 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 Competition, Sponsors reserve the right, at their sole discretion to cancel, modify or terminate the Competition. Sponsors reserve the right, at their sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Competition or violating the Official Rules or Eventful.com's Terms of Service. As a condition of awarding the Grand Prize, Sponsors reserve the right to require Grand Prize Winner (and all members of the winning band) to submit to a confidential background check to help ensure that the band members will not bring Sponsors into public disrepute, contempt, scandal or ridicule, as determined by Sponsors in their sole discretion.

**7. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsors or Competition Parties resulting from any user's participation in or attempt to participate in the Competition. No responsibility or liability is assumed by the Sponsors or Competition Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: 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 Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition. Sponsors and Competition Parties are not responsible

for any typographical errors in the announcement of prize 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 Competition 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 Competition, use of the Web Site or the download of any information from the Web Site. By participating in the Competition, the Entrant releases Sponsors and Competition Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. By accepting a prize in the Competition, winners agree that the Sponsors and Competition Parties shall not be liable for any loss or injury resulting from participation in the Competition, acceptance or use of any prize, or any travel in connection therewith. Sponsors and Competition Parties are not liable in the event that any portion of the Competition is cancelled for any reason beyond their control.

8. **Sponsors:** Eventful, Inc., 9171 Towne Centre Drive, San Diego, CA 92122.  
Summerfest, Milwaukee World Festival Inc, 200 N. Harbor Drive Milwaukee, WI 53202