THE RECORDING ACADEMY®
THE GRAMMY U MEDIA MASH-UP CONTEST!

What is it?
California College Students sharing their original audio/video clips and creating mash-ups

Why enter?
Hear feedback from industry players from film studios and producers – get noticed by major players in the industry. Win industry prizes from Final Cut Pro, Logic Pro, Cubase, Mbox and more.

How do I enter?
• Fill out entry form and send into Chapter office.
• Visit http://www.outhink.com/sfgrammyu; Click “Download the Entry Form & Contest Rules”. Read the Entry Form and Contest Rules and fill out “GRAMMY U Media Mash Up Entry Form”. Fax or mail the completed Entry Form to the address/number provided (at bottom of form).
• An e-mail will be sent to the e-mail address you provide with a link to download the customized SpinXpress application, which will allow you to upload your original files for the contest, and use other contestants files in your own mash-up.

Customer Support: Eli Spector / eli@outhink.com / 415.904.0989
GRAMMY Office: Kaitlin McGaw / Kaitlin.McGaw@grammy.com
415.749.0779

GRAMMY U MEDIA MASH-UP ENTRY FORM

Please complete the following information:

(If you have not joined as a GRAMMY U Student Member, go to www.grammy.com
and select “Join Us” to apply online. Membership is only $25.

Please note, however, that membership in the GRAMMY U is not a requirement to enter into this Contest.)

Contestant Name:
Mailing Address:
City/State/Zip:
Phone: Fax:
Email *Required*:
School:
Date of Birth (mo/day/yr):
Type of Entry: (Check all that apply)
  □ Audio
  □ Video
  □ Animation

Warranties and Representations:
I warrant and represent that I have read the Official Rules that are part of this form, agree to be bound by all of the terms and conditions therein, and certify that I meet all stated eligibility requirements. I warrant and represent that I have read the attached License Agreement and agree to be bound by all of the terms and conditions therein. (If contestant is under 18 years of age, the signature of a parent or guardian is also required.)

Signature: Date:
Printed Name:

Minors (18 and under), Parent/Guardian approval required.

Parent/Guardian Signature: Date:
Parent/Guardian Printed Name:
Photocopy of Student ID:
  Front of ID Back of ID

Confirmation and download instructions will be sent to participant by e-mail.
Mail completed form in stamped envelope to 1702 Union Street, San Francisco, CA 94123.
OR FAX COMPLETED FORMS TO: 415.749/1780
Entry Form must be postmarked by October 15, 2007 and received by October 22, 2007.
GRAMMY U MEDIA MASH-UP CONTEST OVERVIEW

Overview:
Calling all mash-up artists! Are you an audio or video student? Do you write your own music or shoot your own films? Get your music out there and in the mix... Enter in the GRAMMY U MEDIA MASH-UP CONTEST! In this contest you will submit your original audio/video files and create a mash-up of from files entered in the GRAMMY U contest. Your mash-up will then be evaluated by a panel of industry professionals, where you can win prizes and get a leg up in the world of digital media!

Sponsored by: The Recording Academy, P&E Wing, SpinXpress, Pyramind, & Digidesign.

Contest Description:

The GRAMMY U Media Mash-Up Contest (the “Contest”) is open only to students who are enrolled in a college in the state of California, and are at least 13 years of age. Each contestant is required to share three (3) pieces of audio or video media, each of which must consist solely of the contestant’s original copyrighted works, (the “Initial Clips”) with the GRAMMY U Group. These clips can be of the contestant’s own design, whether it be soundtrack music, original music, animation, compilations of artwork or video footage. This media will be stored on a host computer, accessible only by registered contestants through the SpinXpress software (instructions on how to download SpinXpress will be provided following registration for the Contest).

Upon registration for the Contest, contestants will be given instructions regarding how to download the SpinXpress software. Contestants will then select media, edit, and mix their own 3-minute media mash-up from the content available in the GRAMMY U Group through the SpinXpress software.

All content used in the contestant’s final 3-minute media mash-up project (the “Final Project”) must be obtained from the GRAMMY U Group on SpinXpress. Final Projects containing content derived from other sources will be disqualified.

Each of the Initial Clips must be the original work of the contestant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights, or constitute defamation, of any person or entity. The contestant must own the copyrights in each of the Initial Clips he/she submits and must not have otherwise transferred or assigned his/her rights in the Initial Clips to any other person or entity. The contestant must be the sole author of any musical works incorporated in the Initial Clips, must own the copyrights in those musical works and must not have otherwise transferred or assigned his/her rights in the musical works to any other person or entity. Furthermore, the contestant must have obtained any and all releases from any other persons involved in the performance of any such musical works incorporated in the Initial Clips.

If the Initial Clips contain any material or elements that are not owned by the contestant and/or which are subject to the rights of third parties, the contestant is responsible for obtaining, prior to submission of the Initial Clips, any and all releases and consents necessary to use and exploit the Initial Clips in connection with this Contest and to permit the use and exploitation of the Initial Clips by The Recording Academy and other contestants in connection with this Contest. Some examples of releases and consents that contestants may need to obtain depending on the content and materials incorporated in their Initial Clips, include without limitation, location releases for footage shot at any location; name, voice and likeness releases for any person whose name, voice and/or image appears in the Initial Clips (other than contestant); releases for use of any props, set dressings, trademarks and other materials used in the Initial Clips; releases from any individuals participating in the creation...
and/or production of the Initial Clips; releases for any other audio and/or audio-visual materials not wholly created and owned by the contestant that are used in the Initial Clips, including without limitation film, news, tv, sports, or other pre-existing clips, photographs, and artwork. If any person(s) appearing in the Initial Clips are under the age of majority in their state of residence, the signature of a parent or legal guardian is required on each release. All signatures must be original.

As a prerequisite to entering into the Contest, each contestant must review and sign the attached License Agreement. By signing the attached License Agreement, the contestant (among other things) represents and warrants that he/she owns the copyrights in the Initial Clips, that he/she is the sole author and copyright owner of the musical works contained in the Initial Clips, that he/she has obtained any and all releases and consents necessary to use and exploit the Initial Clips in connection with this Contest and to permit the use and exploitation of the Initial Clips by The Recording Academy and other contestants in connection with this Contest, that he/she licenses the other contestants to use the Initial Clips for purposes of this Contest, and that he/she licenses The Recording Academy to use the Initial Clips (as incorporated in the Final Projects of any contestants) and the contestant’s Final Project.

Each eligible Final Project will be played for a panel of industry professionals who will evaluate each Final Project based on the following criteria: (i) how well it matches the themes (music education or arts philanthropy), (ii) creative use of audio and visual clips, and (iii) expertise in editing. Five Final Projects will be selected as finalists by the panel of industry experts in November 2007, after the Contest entry period has closed. These five Final Projects will then be viewed at an industry GRAMMY U event, November 28 and the Final Project winner will be announced and will take home the Grand Prize. Only one Grand Prize will be given.

The Contest will run from May 7, 2007 thru December 1, 2007. The entry process is as follows:

1. May 7: Launch date for Contest.
2. October 15: “Entry Form” must be faxed to 415.749.1780 or mailed in a stamped envelope to The San Francisco Chapter Office of The Recording Academy, 1702 Union Street, San Francisco, CA 94123. Entry Forms will be reviewed upon being received, and contestants will then receive access to the GRAMMY U Group on SpinXpress. Training on mash-ups and SpinXpress software will be offered at this time.
3. October 30: Last date to submit the Initial Clips. November 1: Final Projects (as DVDs) must be mailed in stamped envelope to the San Francisco Chapter Office of The Recording Academy, 1702 Union Street, San Francisco, CA 94123. All Final Projects must be postmarked by November 1, 2007 and received by November 8, 2007.
5. November 28: Final projects are screened at the Annual Membership Celebration, and Finalist will be named and receive the one Grand Prize-Winning Mash-Up.

The Contest will be governed by the Official Rules, which should be carefully reviewed before registering as a contestant.

About SpinXpress:
SpinXpress is a secure, private, invitation-only file sharing application. Only those invited to join a group have access to the files in the particular group they are invited to join. Each group active in a SpinXpress client is completely secure and private from the other groups. In this case, the San Francisco Chapter is the group leader for the GRAMMY U Media Mash-Up Contest. Those wanting to participate in this group have to submit a complete Entry Form to the Chapter office for permission to join.

SpinXpress is a very simple application to use. The files are “dragged and dropped” into the group by each contestant. The file is then available only to the invited group participants (see above). The editing of the mash-up is done by the contestants on their personal computers, outside of the SpinXpress application. There are no editing tools within SpinXpress. Outhink will work with the San Francisco Chapter to offer tutorials and monitor contestant’s content submitted.
CONTENT LICENSE AGREEMENT

Thank you for your interest in the GRAMMY U Media Mash-Up Contest (the “Contest”). By signing below, you hereby agree to the terms of this Content License Agreement (this “Agreement”). Please read this Agreement carefully, as it is a legal agreement between you and the National Academy of Recording Arts and Sciences (“NARAS”). This Agreement governs the intellectual property rights relating to audio and audiovisual content that you submit and contribute to the Contest.

You should have separately agreed to the Official Rules (the “Rules”), which were provided to you simultaneously with this Agreement. By signing below, you also acknowledge that you have agreed to the Rules.

1. Definitions. The following capitalized terms have the meaning specified herein:

1.1 “Initial Clips” means the audio, graphical, photo, or audiovisual content that you contribute, as described in the Rules, to be used in the Contest.

1.2 “Copyrights” means: (a) any copyrights in any original works of authorship fixed in any tangible medium of expression as set forth in 17 U.S.C. Section 101 et. seq., whether registered or unregistered, including any applications for registration thereof; (b) any corresponding foreign copyrights under the laws of any jurisdiction, in each case, whether registered or unregistered, and any applications for registration thereof; and (c) moral or equivalent rights under the laws of any jurisdiction.

1.3 “Contestant” means any participant in the Contest, other than you.

1.4 “Your Final Project” means the audio, graphical, photo, or audiovisual content that you submit in the form of a DVD, as described in the Rules, as a basis for judging in the Contest.

1.5 “Other Final Projects” means the audio, graphical, photo, or audiovisual content that other Contestants submit in the form of DVDs, as described in the Rules, as a basis for judging in the Contest.

2. License. In consideration of the opportunity to participate in the Contest, you hereby grant the following perpetual, irrevocable, non-exclusive, royalty-free, unconditional, worldwide, sublicenseable, transferable rights, under all of your rights in and to the Initial Clips and Your Final Project, as specified below.

2.1 To all Contestants: (a) to create derivative works of the Initial Clips; (b) to reproduce the Initial Clips and derivative works thereof; and (c) to distribute and otherwise transfer the Initial Clips and derivative works thereof to NARAS in connection with the Contest. The license in this Section 2 will be limited to use to prepare and submit Other Final Projects for the Contest.

2.2 To NARAS, its subsidiaries and affiliates to reproduce, distribute, publicly display, perform, and otherwise exploit Your Final Project and any Other Final Projects containing any Initial Clips (or portions thereof) in any and all media formats, medium, medium channels (whether now known or hereafter developed) and by any and all means, including without limitation for advertising, promotional, commercial and non-commercial purposes.

2.3 You may not terminate the rights granted in this Section 2 for any reason, and you acknowledge that you will have no right to seek injunctive relief to terminate such rights.

3. WARRANTIES AND INDEMNIFICATION

3.1 Warranty. You hereby represent and warrant the following:

(a) Original Work. Except as described in Section (b) below, each of the Initial Clips is your original work and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property rights, or constitute defamation, of any person or entity. You own the copyright in each of the Initial Clips and Your Final Project and you have not licensed, transferred or assigned your rights in the Initial Clips or Your Final Project to any other person or entity. Without limiting the foregoing, you are the sole author of any
musical works incorporated in the Initial Clips; you own the copyrights in those musical works and have not 
otherwise transferred or assigned your rights in the musical works to any other person or entity; and you have 
obtained written releases from any other persons involved in the performance of any such musical works.

(b) **Third Party Rights.** If the Initial Clips contain any material or elements that are not 
owned by you or that are subject to the rights of third parties, you have obtained written releases and consents 
necessary to use and exploit such material or elements pursuant to the licenses granted in this Agreement. For 
example, and not by way of limitation, you may need to obtain written releases and consents related to location 
releases for footage shot at any location; name, voice and likeness releases for any person whose name, voice and/or 
image appears in the Initial Clips; releases for use of any props, set dressings, trademarks and other materials 
appearing in the Initial Clips, releases from any individuals participating in the creation or production of the Initial 
Clips, releases for any other audio or audio-visual materials not wholly created and owned by you that are used in 
the Initial Clips, including without limitation film, news, TV, sports, or other pre-existing clips, photographs, and 
artwork. If any person appearing in the Initial Clips is under the age of majority in his state of residence, the 
signature of a parent or legal guardian is required on each release for such person.

(c) **“Your Final Project.** Your Final Project was created solely from content available on 
the GRAMMY U Group site on SpinXpress.com in compliance with the Rules.

3.2 **No Limitations.** The express warranties made by you above will not be construed to limit any 
other warranties NARAS may have under law, express or implied.

3.3 **Indemnity.** You will indemnify, hold harmless, and at NARAS’ option, defend NARAS and its 
agents, principals, owners, employees, directors, officers or assigns from and against any claims or lawsuits, 
including attorneys' fees, that arise or result from NARAS’ or any Contestant’s exercise of rights granted under this 
Agreement or any breach by you of this Agreement, including without limitation the warranties in this Section 3.

4. **MISCELLANEOUS PROVISIONS**

This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or 
modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly 
authorized representatives of both parties. The relationship of the parties hereunder is that of independent 
contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint 
venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement 
will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the 
parties. This Agreement will be governed by the laws of the State of California, without regard to its conflict of 
laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in California. You 
may not assign this Agreement (by operation of law or otherwise) without the prior written consent of NARAS, and 
any prohibited assignment will be null and void. NARAS may assign this Agreement in its sole discretion. This 
Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. 
Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any 
right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of 
any other right.

Agreed and acknowledged:

By:____________________________

Print Name:________________________

Date:________________________
OFFICIAL GRAMMY U MEDIA MASH-UP CONTEST RULES:

1. The GRAMMY U Media Mash-Up Contest (the “Contest”) is open only to students who are enrolled in a college in the state of California, and are at least 13 years of age. Neither employees of, nor the immediate families or household members of the employees of, the National Academy of Recording Arts & Sciences, Inc. ("The Recording Academy" or "Sponsor") or of Outhink, Inc. ("Outhink"), or of either of their affiliates, partners, subsidiaries, franchises, distributors, retailers, advertising or promotion agencies, are eligible to enter the Contest.

2. This Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations.

3. Each contestant must submit a completed entry form (the “Entry Form”), a copy of which is attached to these rules (the “Official Rules”). The San Francisco Chapter of The Recording Academy will process the Entry Form, and invite the contestant to join the “GRAMMY U Group” on SpinXpress.

4. Only one Entry Form per person can be submitted.

5. Each contestant must download SpinXpress to participate. In addition, to participate in the Contest, each contestant is required to share three (3) pieces of audio or video media, each of which must consist solely of the contestant’s original copyrighted works, (the “Initial Clips”) with the GRAMMY U Group. After receiving the invitation to join the GRAMMY U Group, each contestant must upload the Initial Clips to the GRAMMY U Group on SpinXpress to participate.
   a. Audio files must be wav, aiff or mp3 format. We suggest keeping clips under 10 minutes in length.
   b. Video must be Quicktime, wmv, avi format. We suggest keeping clips under 10 minutes in length.
   c. These clips can be of the contestant’s own design, whether it be soundtrack music, original music, animation, compilations of artwork or video footage.

6. Each of the Initial Clips must be the original work of the contestant and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights, or constitute defamation, of any person or entity. The contestant must own the copyrights in each of the Initial Clips he/she submits and must not have otherwise transferred or assigned his/her rights in the Initial Clips to any other person or entity. The contestant must be the sole author of any musical works incorporated in the Initial Clips, must own the copyrights in those musical works and must not have otherwise transferred or assigned his/her rights in the musical works to any other person or entity. Furthermore, the contestant must obtain any and all releases from any other persons involved in the performance of any such musical works incorporated in the Initial Clips before submission of the Initial Clips for this Contest.

7. If the Initial Clips contain any material or elements that are not owned by the contestant and/or which are subject to the rights of third parties, the contestant is responsible for obtaining, prior to submission of the Initial Clips, any and all releases and consents necessary to use and exploit the Initial Clips in connection with this Contest and to permit the use and exploitation of the Initial Clips by The Recording Academy and other contestants in connection with this Contest. Some examples of releases and consents that contestants may need to obtain depending on the content and materials incorporated in their Initial Clips, include without limitation, location releases for footage shot at any location; name, voice and likeness releases for any person whose name, voice and/or image appears in the Initial Clips (other than contestant); releases for use of any props, set dressings, trademarks and other materials used in the Initial Clips; releases from any individuals participating in the creation and/or production of the Initial Clips; releases for any other audio and/or audio-visual materials not wholly created and owned by the contestant that are used in the Initial Clips, including without limitation film, news, tv, sports, or other pre-existing clips, photographs, and artwork. If any person(s) appearing in the Initial Clips are under the age of majority in their state of residence, the signature of a parent or legal guardian is required on each release. All signatures must be original.

8. By submitting the enclosed Entry Form, each contestant represents and warrants that the Initial Clips it submits in connection with this Contest are original works of authorship of the
contestant, that the contestant is the sole copyright owner of the Initial Clips, and that any musical works contained in the Initial Clips are original works of authorship of the contestant for which the contestant owns the copyrights. By submitting the enclosed Entry Form, each contestant acknowledges and agrees that in order to participate in this Contest, he/she must share his/her Initial Clips and the content within them with the other contestants that are part of the Grammy U Group on SpinXpress, and that said other contestants are permitted to use any and all of the content contained in those Initial Clips to create their Final Projects. By submitting the enclosed Entry Form, each contestant represents and warrants that he/she has obtained any and all releases and consents necessary to use and exploit the Initial Clips in connection with this Contest and to permit the use and exploitation of the Initial Clips by The Recording Academy and other contestants in connection with this Contest, and that the Initial Clips (and the intended uses of the Initial Clips for purposes of this Contest) do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights, or constitute defamation, of any person or entity.

9. As a prerequisite to entering into the Contest, each contestant must review and sign the attached license agreement (“License Agreement”). By signing the attached License Agreement, the contestant (among other things) represents and warrants: (i) that he/she owns the copyrights in the Initial Clips, (ii) that he/she is the sole author and copyright owner of the musical works contained in the Initial Clips, (iii) that he/she has obtained any and all releases and consents necessary for the use of the Initial Clips by contestant, other contestants, and The Recording Academy, (iv) that the Initial Clips (and the intended uses of the Initial Clips for purposes of this Contest) do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights, or constitute defamation, of any person or entity, (v) that he/she licenses the other contestants to use the Initial Clips for purposes of this Contest, and (vi) that he/she grants a worldwide, perpetual, royalty-free, transferable, unconditional, sublicensable, non-exclusive right and license to The Recording Academy to use the Initial Clips (as incorporated in the Final Projects of any contestants) and the contestant’s Final Project.

10. The GRAMMY U Group on SpinXpress will contain all of the Initial Clips to be used solely in each contestant’s Final Project. No one outside of the Contest will have access to the files that the contestant has uploaded to the GRAMMY U Group.

11. Contest activities will run from April 9, 2007 to December, 2007, as follows:
   • May 7: Launch date for Contest.
   • October 15: “Entry Form” must be mailed in a stamped envelope to The San Francisco Chapter Office of The Recording Academy, 1702 Union Street, San Francisco, CA 94123. All Entry Forms must be postmarked by October 15, 2007 and received by October 22, 2007. Entry Forms will be reviewed, and contestants will then receive access to the GRAMMY U Group on SpinXpress. Training on mash-ups and SpinXpress software will be offered at this time.
   • October 30: Last date to submit the Initial Clips.
   • November 1: Final Projects (as DVDs) must be mailed in stamped envelope to the San Francisco Chapter Office of The Recording Academy, 1702 Union Street, San Francisco, CA 94123. All Final Projects must be postmarked by November 1, 2007 and received by November 8, 2007.
   • November 20: Five finalists will be notified.
   • November 28: Five finalists’ final projects screened at the Chapter Annual Membership Celebration. Announcement of the one Grand Prize-Winning Mash-Up.

12. The Final Project that each contestant designs must:
   a. Thematically address one of two themes: (i) Music Education or (ii) Arts Philanthropy;
   b. Have a total running time of 3 minutes or less;
   c. Include both audio and video files from the GRAMMY U Group on SpinXpress; and
   d. Be submitted as a DVD.

13. Each Final Project must credit in a word document all of the files used from the GRAMMY U Group. Credit should include: Contestant Name, File Name, Media, e.g. (“John Smith, Love Song, Audio”)
14. Contestants are allowed to collaborate with other contestants in the creation of a final product. Only one Grand Prize will be given, so collaborative entrants must denote one contestant as the final entrant. The Recording Academy is not responsible for creating collaborations; this is at the sole discretion of each entrant. There will be a message board in SpinXpress where contestants can connect with each other.

15. All contestants must read these Official Rules and sign the attached Entry Form, which represents that you have read and agree to abide by the Official Rules.

16. Minors (18 and under) must have signature on Entry Form from parent or guardian to enter.

17. Final Projects MUST be postmarked by November 1, 2007 and received by November 8, 2007. Submit your Final Project in a stamped envelope to: The Recording Academy ATTN GRAMMY U Media Mash-Up Contest, San Francisco Chapter, 1702 Union Street, San Francisco, CA 94123.

Final Project submission must include:
- A DVD of the Final Project;
- Two (2) printed copies of word document crediting all audio/video clips used for project

18. Submissions will be judged upon Contest closing by a Judging Committee made up of industry professionals from The Recording Academy San Francisco Chapter Board and other person(s) that they may choose to appoint. Each eligible Final Project entry will be played for the Judging Committee who will evaluate them based on the following criteria: (i) how well it matches the themes (music education or arts philanthropy) (33%), (ii) creative use of audio and visual clips) (33%), and (iii) expertise in editing (33%). In the event of a tie, the finalists will be re-judged based on: (i) expertise in editing (50%) and (ii) overall creative concept (50%). These five finalists will be announced November 20. Their Final Projects will be judged again by a Judging Committee made up of industry professionals from The Recording Academy San Francisco Chapter Board and other person(s) that they may choose to appoint. Each eligible Finalist’s Final Project entry will be played for the Judging Committee who will evaluate them based on the following criteria: (i) how well it matches the themes (music education or arts philanthropy) (33%), (ii) creative use of audio and visual clips) (33%), and (iii) expertise in editing (33%). In the event of a tie, the finalists will be re-judged based on: (i) expertise in editing (50%) and (ii) overall creative concept (50%). The finalists’ final project’s will be screened at a Chapter event held on November 28 or 29. All contestants will be invited to this final event. The one winning entry Grand Prize will be announced. The Grand Prize winner will receive industry prizes including Digidesign MBOX 2 (Retail $495), Final Cut Pro (Retail $1299), Logic Pro (Retail $999). The remaining four (4) first prize winners will each receive a class at Pyramid: Institute for Advanced Digital Audio Training (Retail $695).

19. By submitting the enclosed Entry Form, each contestant agrees to accept and abide by these Official Rules and the decisions of the Judging Committee as final.

20. By submitting the Entry Form, the contestant grants Sponsor a worldwide, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable right and license to use the Final Project submitted in the Contest for any advertising, promotional, non-commercial or commercial purposes, including without limitation, the right to publicly display, perform, reproduce and distribute in any media format or medium and through any media channels (now known or hereafter developed). By submitting the Entry Form, the contestant grants Sponsor a worldwide, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable right and license to use any of the content contained in the Initial Clips that is incorporated in the Final Project of any finalists and/or the winner, for any advertising, promotional, non-commercial or commercial purposes, including without limitation, the right to publicly display, perform, reproduce and distribute in any media format or medium and through any media channels (now known or hereafter developed).

21. Without limitation to the generality of the foregoing Paragraph 20, by submitting an Entry Form, each contestant agrees that if selected as a finalist and/or winner, his/her name, photos, and likeness, statements, and submitted songs, lyrics and video footage, any portion, including all, of the content of the Initial Clips, and any portion, including all, of the Final Project may be publicized, performed, displayed, reproduced and/or broadcast for/on/in/over any medium in association with the Contest, including without limitation, on any Internet
websites, and without any compensation or other consideration owed to the contestant and without any further permission, consent, or license required of the contestant, except where the law otherwise allows a contestant to request, in writing when submitting the Entry Form, that his/her name, photos and/or likeness, statements and submitted songs, lyrics, and video footage be withheld from promotional publicity. Without limitation to the generality of the foregoing Paragraph 20, each contestant further acknowledges and agrees that if any of the content contained in his/her Initial Clips is incorporated in the Final Project of any finalists and/or the winner, that said Final Project can be publicized, performed, displayed, reproduced and/or broadcast for/on/in/over any medium in association with the Contest, including without limitation, on any Internet websites, and without any compensation or other consideration owed to the contestant and without any further permission, consent, or license required of the contestant, except where the law otherwise allows a contestant to request, in writing when submitting the Entry Form, that his/her name, photos and/or likeness, statements and submitted songs, lyrics, and video footage be withheld from promotional publicity.

22. Each contestant acknowledges and agrees that it is permitted to use the Initial Clips of others solely for purposes of creating his/her Final Project in connection with this Contest. Each contestant further acknowledges and agrees that should another contestant use his/her Initial Clips for an unpermitted purpose, the contestant’s sole remedy is to take action against the other contestant; each contestant hereby releases The Recording Academy from any claims or liability resulting from such conduct.

23. By submitting the enclosed Entry Form, each contestant represents and warrants that he/she releases The Recording Academy and Outhink, and each of their respective subsidiaries, affiliates, agents, partners, licensees, assigns, advertising agencies and all others associated with the Contest, and each of their respective governors, trustees, volunteers, directors, officers, contest judges and employees from and against any and all suits, demands, claims, actions, liabilities, damages, injuries, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of, or resulting from, caused or claimed to be caused by, (i) the contestant’s participation in the Contest, (ii) the contestant’s preparation for participating in the Contest, (iii) the use of the Initial Clips of another contestant and/or by another contestant, and/or (iv) the receipt, acceptance, awarding, ownership, use and/or misuse of any prize. The contestant further agrees that these entities are in no matter responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize.

24. By submitting the enclosed Entry Form, each contestant agrees to defend, indemnify and hold harmless The Recording Academy and Outhink, and each of their respective subsidiaries, affiliates, agents, partners, licensees, assigns, advertising agencies, and all others associated with the Contest, and each of their respective governors, trustees, volunteers, directors, officers, contest judges and employees from and against any and all suits, demands, claims, actions, liabilities, damages, injuries, costs and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or related to (i) any breach by the contestant of any provision of these Official Rules, including, without limitation, contestant’s representations and warranties, (ii) the contestant’s actions or behaviors in connection with the Contest, and/or (iii) the contestant’s use of his/her Initial Clips and/or his/her Final Project, and/or the use of the contestant’s Initial Clips (or any portion thereof) by any other contestant, including without limitation, any claims based on infringement of intellectual property rights (e.g., copyrights, trademarks, etc.), violation of rights of publicity and/or privacy, or defamation.

25. No substitution of prizes is offered (except that Sponsor may substitute a prize for one of equal or greater value), no transfer of prizes to a third party is permitted, and prizes may not be redeemed for cash value. Winner may also be required to sign and return a Liability/Publicity release. In the event such Affidavit and Liability/Publicity Release is not returned within ten (10) days of the request being made, prizes may be forfeited and an alternate winner selected. The alternate winner will be selected from the remaining four finalists based on the next highest score. This statement is subject to verification by The Recording Academy. Any false information will result in automatic disqualification and forfeiture of prize.
26. Sponsor is not responsible for: (i) lost, late, misdirected, damaged, garbled, postage due or illegible Entry Forms or Final Project submissions; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to contestant’s or any other person’s computer related to or resulting from participating in the Contest.

27. Sponsor reserves the right to suspend, modify or terminate the Contest if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity of the Contest. If the Contest is terminated before the end date, Sponsor will determine the winner from all eligible entries received as of the termination date.

28. Winners’ Names: For the name of the winners (available by December 3, 2007) send a stamped, self-addressed envelope to: 1702 Union Street, San Francisco, CA 94123.

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**FINAL PROJECT CHECKLIST:**

- Fill out Entry Form and sign release.
- Review and sign License Agreement.
- Submit signed Entry Form and signed License Agreement to San Francisco Chapter of the Recording Academy by mail to: The Recording Academy GRAMMY U Media Mash-Up Contest, 1702 Union Street, San Francisco, CA 94123. All Entry Forms must be postmarked by October 15, 2007 and received by October 22, 2007.
- You will receive approval notification from the San Francisco Chapter, and you will get access to the GRAMMY U Group on SpinXpress.
- Download SpinXpress to your computer.
- Upload your original content (audio or video/animation files) to GRAMMY U Group on SpinXpress by October 30.
- Review the GRAMMY U Group content and select/download as many files as you want to use for your project.
- Edit and mix your mash-up project, with a theme of either music education or arts philanthropy.
- Submit Final Project to the San Francisco Chapter by November 1, 2007. All Final Project submissions must be postmarked by November 1, 2007 and received by November 8, 2007. Please send all materials in one single, postage paid package—Incomplete entries will not be accepted. Materials will not be returned. Other audio formats such as digital audio files will not be accepted. Final Project entries must include:
  - A DVD of the project
  - Two (2) printed copies of word document crediting all audio/video clips used for project

Mail to: The Recording Academy ATTN GRAMMY U Media Mash-Up Contest, San Francisco Chapter, 1702 Union Street, San Francisco, CA 94123

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Questions? Call 415.749.0779 or e-mail sanfrancisco@grammy.com with GRAMMY U in subject line. Page 12 of 12