

# “One in a Million” Cube Amplifier Official Contest Rules

## **1: TO ENTER:**

1. Fill out the Contest registration form completely and accurately. You must read and agree to all Contest terms to be eligible. 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 Roland with true name, email address, contact information, and other required fields to be officially entered in the Contest and eligible for a prize. This is done by completing the registration form on the <http://www.rolandus.com/cubecontest> web page. Roland is not responsible for Entrant’s failure to timely complete each step of the registration process.

2. Registration must be completed by 11:59:59 pm PT on October 31, 2009 or your Submission will not be entered into the Contest. You may enter multiple Submissions as long as the same (or substantially similar) Submission is not uploaded more than once. To enter your picture in the Contest, visit <http://www.rolandus.com/cubecontest> and complete the preceding process between 12:00:00am on July 15, 2009 and 11:59:59pm PT on October 31, 2009 (“Contest Entry Period”).

3. Submit a photograph (JPG, GIF, PNG, 5MB or less) of your Cube amplifier in a location or situation that reflects the Contest theme of One in a Million. Refer to rules below for more details regarding the requirements for your picture.

**2. ELIGIBILITY:** Contest open to United States residents only. The following individuals are not eligible: employees, contractors, directors and officers of Roland Corporation, and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and contest agencies involved in the administration, development, fulfillment and execution of this Contest collectively, (“Contest 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.

**3. CONDITIONS OF ENTRY:** As conditions of entry into this Contest and by uploading and entering a Submission, Entrant warrants and represents that the Submission (a) is original and has been legally created; (b) does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) has not been entered in or won previous contests or awards; and (d) has not been published or distributed previously in any media. Entrant represents that he/she owns all rights to his/her Submission. Entrant further represents and warrants that the Entrant has obtained permission from each person whose name, image, or likeness is included in the Submission, and that such person(s) have granted Entrant all necessary rights to use the person’s likeness as described in these rules, and that Entrant can make written copies of such permissions available to Roland upon request. If the likeness of a person under the age of 18 (a “minor”) is included, the parent or legal guardian of such

minor must in writing grant the rights to use said minor's likeness on behalf of the minor. By uploading a Submission, Entrant irrevocably grants Roland and its affiliates, legal representatives, assigns, agents and licensees, free of any charge or remuneration of any kind, the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, distribute, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant's Submission, as submitted or as edited/modified in any way by Roland, in its sole discretion), as well as to use Entrant's name, likeness, photograph (collectively, "Likeness"), and/or statements regarding his/her participation in this Contest (with or without using the Entrant's name) in any and all media without limitation as to time or territory, and without approval from the Entrant or any other party. Entrant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Roland's use of the submission, and agrees not to sue or assert any claim against Roland for the use of the Submission or Entrant's Likeness or statements. Entrant agrees to indemnify and hold Roland, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (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 Submission, or the Entrant's conduct in creating a Submission or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Entrant further agrees to release Roland from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Roland infringes Entrant's rights with regard to any elements, characters or ideas contained in any submission.

Once you complete and submit your photograph, your Submission is final and may not be modified or edited without permission from Roland. No Submissions will be returned. The person named on the Contest registration form for the Submission will be deemed the entrant ("Entrant"), or must be the parent or legal guardian of the Entrant if the Entrant is a minor. 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. "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 Contest registration, although multiple Entrants in one family are allowed to enter Submissions.

If any group of individuals elects to collaborate on a Submission, they are required to designate one (1) representative to enter the Contest and accept the

prize on behalf of the group. Neither Roland nor any of the Contest Parties are liable for any disputes between collaborators related to a Submission. Please note the following: Any elements in your Submission used must be 1) entirely original, created and performed by you, or 2) be in the public domain. Use of any elements, including without limitation, stills, visuals, or other materials that are not original or in the public domain, may result in disqualification of Submission, in Roland's sole discretion. Publication of a Submission does not mean the Submission has been deemed to be in compliance with these rules. Submissions that fail to comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by Roland, in its sole discretion, will be disqualified, removed from the "One in a Million" Cube Amplifier Contest, and will not be considered for a prize.

Inappropriate Content: Roland reserves the right to deem any content inappropriate as it sees fit.

**4) SELECTION OF WINNERS:** Submissions will be judged by Roland staff (Judges). The submission with the most votes will win. The submission with the second highest vote totals will win second prize. The submission with the third highest vote totals will win third prize. The voting period will begin at 12:00:00am on November 1, 2009 and end at 11:59:59 pm on November 15, 2009. The winners will be revealed on or about December 1, 2009.

**5) PRIZES:** One (1) Grand Prize: One each of every Roland Cube amplifier in current production as follows: Micro Cube (\$154.50 retail value), Micro Cube-R (\$154.50 retail value), Micro Cube-W (\$154.50 retail value), Cube Street (\$399 retail value), Cube Street-R (\$399 retail value), Micro Cube-RX (\$319 retail value), Micro Cube Bass-RX (\$319 retail value), Mobile-Cube (\$219), Cube-15X (\$139 retail value), Cube-20X (\$249 retail value), Cube-30X (\$329 retail value), Cube-80X (\$529), CB-30 (\$349 retail value), CB-100 (\$599 retail value).  
Second Place Prize: any five Roland Cube amplifiers of the winners choosing.  
Third Prize: any three Roland Cube amplifiers of the winners choosing.

**6) GENERAL CONDITIONS:** All winners will be required to irrevocably assign and transfer to Roland any and all rights, title and interest in his/her Submission, including, without limitation, all copyrights, and agree to waive all moral rights in that Submission. Winners will be required to complete, sign and return a "Consent and Release" form. All completed documents must be returned to Roland within seven (7) business days of the date notice was sent or winning status will be forfeited and an alternate winner may be selected. The winners may also be required to sign additional documents, as deemed necessary by Roland in its sole discretion. Winners are solely responsible for any taxes on their respective prizes. No substitution of prize is offered, except at the sole discretion of Roland. Prizes are non-transferable. 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, Roland reserves the right, at its sole discretion to cancel, modify or terminate the Contest. Further, Roland reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest (b) violating the Official Rules; (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Roland reserves the right to require winners to submit to a confidential background check to confirm eligibility as a condition of awarding the prize to help ensure that the use of any such person in advertising or publicity for the Contest will not bring Contest Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Roland in its sole discretion.