The 2012 Roland® U.S. V-Drums® Contest Official Rules

1) CONTEST DESCRIPTION AND PERIOD: The 2012 Roland® U.S. V-Drums® Contest (the "Contest") is a performance contest in which participants will compete to determine the best drummer. The Contest is one of skill, not chance. Participants will initially enter by submitting a link to a drum performance video. Except for your initial submission (which will be recorded), all solo drum performances will be live performances and played exclusively on Roland V-Drums and other, permitted Roland electronic percussion products.

The Contest will consist of three national competition phases or "rounds": preliminary, semi-finals, and national finals. The winner of the national finals will qualify to compete in the Roland® V-Drums® World Championship 2 in April 2013, in Frankfurt, Germany.

Entries for the preliminary phase of the Contest starts at 12:00 AM on June 15, 2012 Pacific Daylight Time (PDT) and ends 11:59:59 pm PDT on August 31, 2012 (the "Contest Entry Period"). You can enter for the preliminary round at http://www.RolandUS.com/VDrumsContest. During the Preliminary round, Roland staff members will select from the initial pool of entrants six (6) contestants for each of the eight (8) authorized semi-final round live competitions. The six (6) semi-final round winners will then advance to 2012 US Championship in which one finalist and one alternate from each semi-final round will be selected. The finalists will compete in the national round or "finals" to be held on October 31st, 2012. All submissions and live performances will be evaluated based on certain performance and musical criteria.

2) ELIGIBILITY: CONTEST OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA: The sponsor of this Contest is Roland Corporation U.S. (the "Sponsor"). The Contest is co-sponsored by DRUM! Magazine, Drum Workshop, Inc, Vic Firth, and Remo, Inc. Officers, directors, employees, contractors and agents of the Sponsor or co-sponsors, 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. This Contest is void in Puerto Rico, all U.S. territories and possessions, and where prohibited by law.

Age Restrictions. You must be 18 years of age or older to enter and compete in the Contest (19 years of age or older if you reside in Alabama). 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 for the national round competition. 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 9 below) if you become a finalist.

3) HOW TO ENTER; INITIAL SELECTION PROCESS:

Entrants must complete and submit the registration form as instructed at http://www.RolandUS.com/VDrumsContest during the Contest Entry Period. To be eligible to participate, you must first choose a preferred semi-final location where you will be required to compete if you are selected as a semi-finalist contestant. The list is provided at http://www.RolandUS.com/VDrumsContest. Next, you must fill out the Contest entry form completely and accurately, and read and agree to all Contest terms. If you do not complete this initial entry step, your submission will not be entered into the selection process. It is important that you provide your correct, working e-mail address because many of the important notifications for details and advancement in the various competitions will be sent by e-mail. Sponsor is not responsible for any failure to timely complete each step of the entry process or if the e-mail address you provide does not work or you do not timely receive messages.

Your initial submission must be in the form of a link to an audio-visual performance. It must feature a performance with you playing the drums (for example, a video on YouTube, Facebook, Vimeo, or similar). Sponsor is not responsible if you provide a link that does not work or is broken. There is no time limit on your initial submission, but please use good judgment when deciding on the length of your submission (longer isn't always better!). Your drum playing in the submission can be with or without a band or other musicians. The initial submission need not be on a Roland electronic drum kit and your submission need not be professionally recorded. However, the audio and video must be recorded well enough so those evaluating your submission can easily hear your drumming and evaluate your playing.

Facebook Submissions: If you choose to submit a video that is posted on your personal Facebook page, please ensure that your profile/privacy settings are set to "public" so Roland staff members can view your video directly via the link you have provided. Requirements for Roland staff members to send a "friend request" or similar action in order to view your video will not be honored. Sponsor is not responsible for any inability to view and evaluate your video submission due to privacy or other profile restrictions on a specific site or page within a web site.

Sponsor's staff members will evaluate each submission based on the following equally weighted factors: 1) Technique, 2) Style, 3) Stage Presence, 4) Overall Creativity, 5) Creative Use of Technology (if applicable), and 6) Effectiveness of Performance. Sponsor's staff members will select six (6) entrants for each of the eight (8) semi final competitions, as well as alternate contestants. All decisions by Sponsor are final and binding in this regard.

SPONSOR WILL NOT PAY FOR ANY EXPENSES YOU INCUR TRAVELING TO OR FROM THE SEMI-FINAL ROUND, SO, WHEN YOU ARE REGISTERING, MAKE SURE TO PICK THE LOCATION NEAREST YOU. You can only pick one location when you initially register to enter. If you try to register for more than one location, your registration will be disallowed and you will be automatically disqualified from this Contest.

Limit: one (1) entry per person. Any individual suspected of submitting more than one entry (regardless of the method or means) will be disqualified from the 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. Publication of a submission does not mean it has been deemed to be in compliance with the Contest Rules.

4) **USE OF YOUR SUBMISSION AND PERSONAL INFORMATION:** By entering a submission:

- (a) You represent and warrant that your entry and all elements contained therein ("Content") and all live performances by you (at any subsequent Contest-related events or activities) will be and are your original work, have not been and will not be 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.
- (b). You also agree that, if you become a Contest participant/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 "4(b)" regarding "work made for hire" and the transfer of your copyright to Sponsor, and the grant of publicity rights described below in paragraph "4(e)" of this Section.
- (c) You represent and warrant that you meet the requirements and qualifications for this Contest and that you have read these Contest rules (the "Official Rules") and are fully familiar with them.
- (d) You agree to indemnify, and hold Sponsor, its officers, directors, employees, contractors, agents and representatives ("Indemnities") 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.

(e) 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 Roland 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, signature, written and oral statements or entry. The rights granted under this paragraph 4(e) shall extend to Sponsor, co-sponsors, its and their parents, subsidiaries, and its and their domestic and foreign affiliated companies and agents for all entrants in the Contest, including entrants who are selected as winners of any particular round. finalists, prize winners and/or those entrants who are not selected. Sponsor shall have no obligation to use the winning entries or any other entry for any purpose.

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 at the time of entry and/or at the time a prize is awarded, and with Sponsor's then- current privacy policy.

5) JUDGING CRITERIA FOR LIVE PERFORMANCES:

For each live competition round – semi-final and national – there will be a panel of judges present at the competition to experience, evaluate and score each live performance. The judging panel will consist of three (3) to five (5) judges. Each judge will have extensive drum/percussion/musical skills and/or experience, teaching experience in drums or other music industry experience. The Sponsor and its representatives will determine the judging panel for each location and for each round. Judges will evaluate performances based on six equally weighted factors: 1) Technique, 2) Style, 3) Stage Presence, 4) Overall Creativity, 5) Creative Use of Technology and 6) Effectiveness of Performance. For each performance, judges will score each of the criteria on a scale of 1 to 10, ten being the highest score and one being the lowest. Scores will be totaled and the highest score will determine the winner.

If, at the end of any round or competition, two or more contestants are tied, there will be a "sudden death" drum-off. Contestants will draw straws or any other random method for determining the order of the performances, as determined by the sole discretion of the judges. Each contestant who tied will then improvise a three (3) minute drum solo. At the end of the "sudden death" performances, judges will vote (one judge, one vote) for the winner.

6) SEMI-FINAL ROUND DETAILS AND WINNER SELECTIONS:

All selected entrants will be required to provide valid Identification upon request before being able to compete at any of the semi-final events. This identification will a) verify your identify as a pre-selected contestant and b) verify that you are 18 years of age or older. You must be 18 years of age or older to enter and compete in the Contest (see *Age Restrictions detailed in* Section 2).

All pre-selected entrants will be required to sign an Eligibility/Talent & Liability Release before the preliminary competitions begin. Failure to sign the Eligibility/Talent & Liability Release will result in disqualification from the competition.

Each semi-final round winner will earn an opportunity to proceed to the final or national championship round of competition (see Section 7, immediately below). FOR THE SEMI-FINAL ROUNDS, EACH CONTESTANT IS SOLELY RESPONSIBLE FOR HIS OR HER TRAVEL AND ACCOMODATIONS (IF ANY) TO AND FROM THE AUTHORIZED LOCATION. SPONSOR WILL NOT PAY FOR ANY EXPENSES INCURRED TRAVELING TO OR FROM ANY SEMI-FINAL ROUND.

The official location and dates for each of the semi-final competition events are to be determined and may be subject to change. Details will be posted and updated at http://www.RolandUS.com/VDrumsContest.

7) SEMI-FINAL ROUND AND WINNER SELECTIONS:

The semi-final competition round will be held at several authorized locations in September 2012. All semi-final contestants will perform live using the Roland TD-30KV V-Pro Drum kit (which will be provided). Performances may not exceed five (5) minutes in length. Contestants will be allowed five (5) minutes to set up and adjust the TD-30KV V-Pro Drum Set prior to their performance. Contestants may use their own data (USB Flash drive) and/or a foot switch. Any allowed modifications to the drum set up must be completed within the stated five (5) minute set up time. Performers may not bring to any competition nor use during any live performance pre-recorded audio patterns or backing tracks. Performers may otherwise utilize the features of the Roland set in any creative way they like, including the onboard TD-30 sequences. Any operation of the module including button pushes or value changes (to change kits for example) during the performance can only be executed by the contestant. The semi-final competitions will take place on or before September 29, 2012. Each authorized location will host a competition involving up to six (6) pre-selected entrants. One (1) winner will be selected from each location.

All semi-final round competitors will be required to sign an Eligibility/Talent & Liability Release before the regional competitions begin. Failure to sign the Eligibility/Talent & Liability Release will result in disqualification from the competition.

Each semi-final round winner will earn an opportunity to proceed to the national final round of competition (see Section 8, immediately below). FOR THE SEMI-FINAL ROUNDS, EACH CONTESTANT IS SOLELY RESPONSIBLE FOR HIS OR HER TRAVEL AND ACCOMODATIONS (IF ANY) TO AND FROM THE AUTHORIZED LOCATION. SPONSOR WILL NOT PAY FOR ANY EXPENSES INCURRED TRAVELING TO OR FROM ANY SEMI-FINAL ROUND.

The official location and dates for each of the semi-final competition events are to be determined and may be subject to change. Details will be posted and updated at http://www.RolandUS.com/VDrumsContest.

8) NATIONAL ROUND AND WINNER SELECTION:

Each of the winners of the semi-final round(s) (a.k.a. "finalists") will attend and perform at the national competition, to be held on October 31, in Austin, Texas. Sponsor will pay for travel and accommodations to and from Austin (See Section 9, below, for details). Finalists will perform live using a Roland TD-30KV V-Pro Drum Set (which will be provided) and an Octapad SPD-30 Percussion pad or a SPD-SX Sampling Pad (the finalists-winners each will receive as part of their prizes an Octapad SPD-30 Percussion pad or a SPD-SX Sampling Pad. See Section 9 below). Your performance may not exceed five (5) minutes in length. At the live event, a finalist can perform any work he or she has previously performed or a new work (in other words, you do not have to perform the same solo that you performed at the regional round). Again, performers may not bring to any competition nor use during any live performance pre-recorded audio patterns or samples. Performers may otherwise utilize the features of the Roland set and Octapad and/or SPD-SX in any creative way they like.

A group of celebrity judges will judge the national competition. Celebrity judges will evaluate the live performances based on the same equally weighted criteria of 1) Technique, 2) Style, 3) Stage Presence, 4) Overall Creativity, 5) Creative Use of Technology and 6) Effectiveness of Performance. Each category will be assigned a score from 1-10 by each judge with 1 being lowest and 10 being highest. These scores will be totaled and the highest score will determine the grand prizewinner and runner-up. If, at the end of the performances, two or more contestants are tied, there will again be a "sudden death" drum-off, Contestants will draw straws or any other random approach for determining the order of the performances, as determined by the sole discretion of the judges. Each contestant who tied will then improvise a three (3) minute drum solo. At the end of the "sudden death" performances, judges will vote (one judge, one vote) for the winner and runner-up. All decisions by judges are final and binding.

All national finalists will be required to sign an Eligibility/Talent & Liability Release before the national competitions begin. Failure to sign the Eligibility/Talent & Liability Release will result in disqualification from the competition.

IMPORTANT NOTE: You agree that, if you become a participant in either the preliminary, regional or national rounds of competition, you consent to Sponsor recording, transmitting and/or streaming live over the Internet both the audio and visual portions of your appearance and performance. Terms and conditions governing your appearance and performance will be part of the Eligibility/Talent & Liability Release (see details in Section 10). 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(e), above, of these Contest rules.

BY PARTICIPATING IN 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-scored entry will be deemed the winner.

9) PRIZES:

Each of the semi-final-winners will win the following:

One (1) Roland Octapad SPD-30 Percussion Pad (MSRP \$799.00) OR one (1) Roland SPD-SX (MSRP \$999.00 and one Roland PS-10 Stand (MSRP \$189.00) Round-trip airfare to and from Austin, Texas, two nights' hotel accommodations and transportation to and from the National Finals in Austin, Texas.

(If you are under 21 years old, you and one parent or legal guardian will receive airfare and hotel accommodations for two, plus transportation – see details below).

The opportunity to perform live at the finalist competition in Austin, TX, and to compete for the grand prize package and other prizes to be awarded at the competition.

The prizes for the national competition are, as follows:

Grand Prize:

One (1) Roland TD-30KV V-Pro Drum Set (MSRP \$8,999.00), One (1) Drum Workshop 9000 Series Drum Hardware package (MSRP \$2,041.96), and One (1) Year Subscription to DRUM! Magazine (MSRP \$71.88)

Second Prize:

One (1) Roland TD-15KV V-Stage Drum Set (MSRP \$3,499.00) One (1) Drum Workshop 5000 Series Drum Hardware package (MSRP \$1250.97) One (1) Year Subscription to DRUM! Magazine (MSRP \$71.88)

If you are a finalist who will perform at the national competition and you are under 21 years of age, you will receive two (2) round-trip economy airfares between the major airport that is nearest to your residence (to be determined by Sponsor in its sole discretion) and Austin, Texas; (ii) hotel accommodations for two (2) people for two (2) nights only, at a standard deluxe hotel in Austin (to be selected by Sponsor in its sole discretion); (iii) transportation to and from the hotel and the performance venue in Austin. Sponsor requires that a parent or legal guardian accompany any contestant attending the national live competition who is under 21 years old 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 Grand Prize winner will also be flown to Frankfurt, Germany and represent Roland US at the Roland V-Drums World Championship 2 event to be held in April 2013. Details and rules about the Roland V-Drums World Championship 2 event will be sent to the Grand Prize winner by January 2013. If the Grand Prize winner is unable for any reason to compete in the Roland V-Drums World Championship 2 event, then the 2nd Place Prize Winner will automatically become eligible.

The total estimated retail value of the two prizes is US \$15,934.72 (based in part on the current MSRP of prizes awarded). All taxes and any other costs related to the prize 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 prizewinner 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. Prizewinners 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.

10) NOTIFICATION; PRIZE FULFILLMENT: Notifications for each round will occur, as follows: Selection for the semi-final competition rounds: If you are selected as a contestant to participate in the semi-final round, you will receive notice via an official e-mail sent from Sponsor, on or before September, 1 2012. No semi-final contestant announcement will be made nor will any requests for contestant selection be acknowledged or honored before September 1 2012.

Semi-Final round winners: The semi-final round winners/finalists will be notified in person at their September competitions. Each finalist will receive an official follow-up e-mail notice sent from Sponsor no later than October 5, 2012, with details regarding the national competition. The eight (8) finalists-winners will also receive their prizes on or before October 5, 2012 (mainly so they can practice with the Octapad SPD-30 Percussion Pad or SPD-SX Sampling pad to prepare for the national competition). For the national competition on October 31, 2012, finalists must arrive no earlier than October 30, 2012, and depart no later than November 2, 2012. Participants who cannot stay for this full period will be disqualified.

FOR THE SEMI-FINAL ROUNDS, EACH CONTESTANT IS SOLELY RESPONSIBLE FOR HIS OR HER TRAVEL AND ACCOMODATIONS (IF ANY)

TO AND FROM THE AUTHORIZED LOCATION. SPONSOR WILL NOT PAY FOR ANY EXPENSES INCURRED TRAVELING TO OR FROM ANY SEMI-FINAL ROUND.

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 notification returned either electronically, or as undeliverable without a forwarding address, will result in prize forfeiture and an alternate may be selected at Sponsor's discretion. Finalists who will perform at the national competition 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, then the prize will be forfeited and an alternate will be selected at Sponsor's discretion. Sponsor, at its sole discretion, may require that you 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 Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or Sponsor.

Travel and Accommodations for the National Competition. If you are selected as a finalist to perform at the national competition, you must utilize the airfare and accommodations described in Section 9 above only for the purpose of performing at the live competition 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.). Prize winners remain responsible for all other 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 who will perform at the national competition resides in the greater Austin / Travis County region (as determined by Sponsor), Sponsor shall provide hotel accommodations only. Any additional people that finalist chooses to accompany him or her will be the sole responsibility of the finalist, and Sponsor shall have no obligation for any additional expenses. In the event that a finalist is unable to attend the national competition, Roland will disqualify you and select a replacement finalist/performer.

IMPORTANT NOTE: You agree that, if you perform at any of the semi-final or national competitions and/or become a prizewinner, 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 Roland V-Drums World Championship 2 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(e), above, of these Contest rules.

- 11) 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 entrant who indirectly or directly (a) tampers or attempts to tamper with the entry process or the operation of the Contest or any Sponsor; (b) violates, circumvents, or attempts to violate or circumvent the Official Rules; or (c) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- 12) 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 cosponsors, 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 is 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 complete the Contest or any Contest-related activity at another time.

13) 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 and prizewinners 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 which are made by Sponsor and, additionally, no implied indemnities of any kind. The only warranties you receive on the Roland gear are the applicable product warranties offered by Roland. 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 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 not participating in the Contest. Sponsor shall not 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 is 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 is 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.

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CONTEST PARTICIPANTS AND PRIZE WINNERS AGREE AND UNDERSTAND THAT THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES AND THE

CONTEST REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN SPONSOR AND THE RELEASED PARTIES, ON THE ONE HAND, AND PARTICIPANTS AND PRIZE WINNERS, ON THE OTHER. SPONSOR COULD NOT PUT ON THIS CONTEST "BUT FOR" PARTICIPANTS AND PRIZE WINNERS' AGREEMENT AND COMPLIANCE WITH THESE OFFICIAL RULES, AND SPONSOR IS RELYING ON EACH PARTICIPANT AND PRIZE WINNER'S COMPLIANCE WITH THE OFFICIAL RULES TO ENSURE THAT THE CONTEST IS RUN IN ACCORDANCE WITH APPLICABLE LAW.

At any time and from time to time during the Contest Period or at any Contest-related activity, 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.

- **14) FINALISTS LIST:** To request the names of the finalists (available after September 30, 2012) send an e-mail with subject line: Roland V-Drums Contest finalists vdrumscontest@rolandus.com. Requests must be received no later than October 20, 2012.
- **15) WRITTEN COPY OF RULES:** To request a hard copy of these Contest Rules, send us a written request by U.S. mail addressed no later than July 1, 2012, as follows:

Roland Corporation U.S.5100 S. Eastern Ave. Los Angeles CA, 90040 Attn: The Roland V-Drums Contest Request for Hard Copy of Contest Rules

You can easily find an electronic copy of these Contest Rules at:

http://www.RolandUS.com/VDrumsContest

16) SPONSOR: Roland Corporation U.S., 5100 S. Eastern Ave., Los Angeles CA, 90040 Email: vdrumscontest@rolandus.com

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