

**THE “SOUNDCHECK FOR KELLY CLARKSON”
KARAOKE CONTEST
OFFICIAL RULES**

1. Eligibility.

Only legal U.S. residents at least thirteen (13) years of age as of August 28, 2009 who reside in and who are physically located in the 50 United States (excluding its territories and possessions) are eligible to enter this “Soundcheck for Kelly Clarkson” Karaoke Contest (the "Contest"). Employees, agents or officers of Sony Music Entertainment (“Sponsor”), or of any entity involved in the development, production, implementation and distribution of the Contest, including, but not limited to, Rain, Inc., advertising or promotion agencies, supplier of prizes for the Contest, parent company, service provider, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest or any member of the immediate family of and/or person living in the same household as such persons, are ineligible to enter the Contest. The Contest is void in the states of Maryland and Rhode Island and where restricted or prohibited by law.

2. Contest Period. The Contest shall run from 12:00 a.m. EDT August 28, 2009 to 12:00 a.m. EST November 23, 2009 (the “Contest Period”).

3. How to Enter/Selection of Winners

(a) To enter the Contest, purchase and download the “Kelly Clarkson Open Mic” iPhone® and iTouch® application (“Karaoke Application”), create a username, provide your email address, age, telephone number and select the city in which you would like to redeem the Grand Prize, if selected as a Winner (“Tour City”). Each entrant may use only one username for the duration of the Contest. To enter the Contest, perform Kelly Clarkson’s “Already Gone” along with the Karaoke Application at the “Superstar” level, and submit your score to the leader board for your Tour City, as set out in the list below. Entrant’s score is determined by the Karaoke Application, which is based on pitch (40%) and rhythm (60%).

A Grand Prize Winner and Second Place Winner will be selected for each Tour City, three (3) calendar weeks before the concert date in such Tour City, as set out below:

10/2	Uncasville, CT
10/4	Portland, ME
10/6	New York, NY
10/9	Atlantic City, NJ
10/10	Fairfax, VA
10/13	Boston, MA
10/15	Orillia, ON

10/17	Youngstown, OH
10/19	Pikeville, KY
10/21	Knoxville, TN
10/23	Milwaukee, WI
10/25	Detroit, MI
10/27	Chicago, IL
10/29	Lincoln, NE
10/31	Cape Girardeau, MO
11/2	Austin, TX
11/4	Lubbock, TX
11/6	Las Vegas, NV
11/7	Phoenix, AZ
11/24	Seattle, WA
11/28	Reno, NV
11/29	San Jose, CA
12/1	Fresno, CA
12/3	Las Cruces, NM
12/5	Beaumont, TX
12/7	Corpus Christi, TX
12/10	Columbus, GA
12/11	Pensacola, FL
12/13	Hollywood, FL

The Grand Prize Winner for each Tour City shall be the entrant who either a) is the first valid entrant to achieve a perfect score on the Karaoke Application or b) has the highest score on the Karaoke Application as of three (3) calendar weeks before the concert date in his or her Tour City. The Second Prize Winner shall be the entrant who either a) is the second valid entrant to achieve a perfect score on the Karaoke Application or b) has the second highest score on the Karaoke Application as of three (3) calendar weeks before the concert date in his or her Tour City. In the case of a tie score, the entrant who achieved such score first shall be considered the Grand Prize Winner. For the purposes of these Official Rules, the Grand Prizes Winners and Second Prize Winners for each Tour City shall collectively be referred to as “Winners”.

(b) **Only one username per entrant.** Entrant may only submit scores to one Tour City's leader board. Multiple scores may be submitted by each entrant; the highest score for each entrant during the Contest Period for his or her Tour City will be considered such entrant's official submission. Each entry must have a valid email account in order to qualify. In the event of a dispute concerning who submitted an entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account included on the entry form. The "authorized account holder" is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.

(c) Sponsor and those working for Sponsor or on behalf of Sponsor, will not be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Rules are void.

3. Soundcheck Performances.

(a) For purposes of these Official Rules, any Kelly Clarkson song shall be defined as "Sponsor Content" and the Winners' original elements collectively shall be referred to herein as the "Sound Check Performances". Soundcheck Performances become the property of Sponsor.

(b) With the exception of any Sponsor Content:

(i) Winners represents and warrants that: (A) all contents of Soundcheck Performances are wholly original, have been created entirely by Winner, have not been taken in whole or in part from any source other than Winner and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Soundcheck Performances, as well as all elements contained therein; (C) the Soundcheck Performances do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Soundcheck Performances, or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Soundcheck Performances as contemplated by these Official Rules; and

(ii) you agree that the Soundcheck Performances shall be "works made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of Sponsor. In the event the Soundcheck Performances are considered not to be a "work made for hire," you irrevocably assign to Sponsor all right, title, and interest in your entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to

make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(c) Soundcheck Performances may not contain references which are obscene, crude, vulgar or defamatory; contain gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups; contain references to illegal or inappropriate activity, behavior or conduct; or contain any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsor, in its sole discretion.

(d) By providing Soundcheck Performances in connection with this Contest, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your Soundcheck Performances, your name, likeness, picture, address (city and state), e-mail address, voice, biographical information, entry form information and written and oral statements, for advertising and promotional purposes in promoting or publicizing the Soundcheck Performances, Sponsor and its products and services, 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, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of the Soundcheck Performances, your name, picture, likeness, address (city and state), e-mail address, or biographical information. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all Winners in the Contest, including the Winner who is selected as the Winner and those Winners who are not selected as the Winner. Sponsor is under no obligation to use the Soundcheck Performances for any purpose. You hereby represent and warrant that you are at least thirteen (13) years of age and that you have read these Official Rules and are fully familiar with its contents. By entering, Winners agree to be bound by the decisions of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations.

4. Prizes.

(a) Winners for each tour will be selected and notified via email three (3) calendar weeks before the concert date in each Tour City, on the schedule set out below:

9/11	Uncasville, CT
9/13	Portland, ME
9/15	New York, NY
9/18	Atlantic City, NJ
9/19	Fairfax, VA
9/22	Boston, MA
9/24	Orillia, ON

9/26	Youngstown, OH
9/28	Pikeville, KY
9/30	Knoxville, TN
10/2	Milwaukee, WI
10/4	Detroit, MI
10/6	Chicago, IL
10/8	Lincoln, NE
10/10	Cape Girardeau, MO
10/12	Austin, TX
10/14	Lubbock, TX
10/16	Las Vegas, NV
10/17	Phoenix, AZ
11/3	Seattle, WA
11/7	Reno, NV
11/8	San Jose, CA
11/10	Fresno, CA
11/12	Las Cruces, NM
11/14	Beaumont, TX
11/16	Corpus Christi, TX
11/19	Columbus, GA
11/20	Pensacola, FL
11/22	Hollywood, FL

If a Winner cannot be contacted within three (3) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects the prize or in the event of noncompliance with these Official Rules, the prize will be forfeited and an alternative winner may be selected from all remaining eligible entries, as determined by Sponsor. Upon prize forfeiture, no compensation will be given. Each Winner, Winner and Winner's guest (and parent or legal guardian if Winner and/or Winner's guest is under 18) will be required to sign, have notarized and return to Sponsor, an Affidavit of Eligibility and/or Publicity/Liability Release (and any other documents required by Sponsor or participating radio station), within five (5) calendar days of notification. Each Winner and Winner will also be required to send a copy of his/her passport, driver's license or birth certificate as proof of age and residency. The Affidavit of Eligibility and/or Publicity/Liability Release must be

complete, must include the Winner's, Winner's or the Winner's guest's social security or resident alien identification number, and must be identical to the information provided in Winner or Winner's Entry or the Winner will be disqualified.

(b) Twenty-Nine (29) Grand Prize Winners, one (1) from each Tour City, will each receive:

- Two (2) tickets to attend the Kelly Clarkson concert scheduled to take place in each Winner's Tour City;
- The chance to meet and greet Kelly before the concert; and
- The chance to perform "Already Gone" with the band during sound check before the concert ("Soundcheck Performance"). For avoidance of doubt, Soundcheck Performances will be video recorded and become sole property of Sponsor.

Twenty-Nine (29) Second Prize Winners, one (1) from each Tour City, will each receive:

- Two (2) tickets to attend the Kelly Clarkson concert scheduled to take place in each Winner's Tour City; and
- The chance to meet and greet Kelly before the concert.

If any Winner, Winner or Winner's guest is younger than eighteen (18) years of age as of August 28, 2009, then such individual's parent or legal guardian must provide written permission allowing the travel companion to accompany the Winner. The Winner and travel companion must travel under the same itinerary. Prizes are non-transferable. No substitutions or cash redemptions. Prizes may not be sold, bartered or transferred. Prizes do not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, upgraded transportation, federal, state and local sales or other taxes and surcharges which are the responsibility of each Winner.

Approximate combined retail value of all prizes is Seven Thousand Dollars (\$7,000.00). The approximate retail value of the prizes represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

(d) By accepting the prize, each Winner and Winner's guest agree to release and hold harmless Sponsor, participating radio stations, and its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor and participating radio stations are not responsible if the Contest cannot take

place or if any prize cannot be awarded including, but not limited to due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified.

Sponsor reserves the right to substitute a comparable prize of like or greater value for any prize, or to pay Winner a cash equivalent (the value of which shall be determined by Sponsor in its sole discretion), for any reason.

(e) If, for reasons beyond Sponsor's control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsor, at its sole discretion, reserves the right to cancel or modify the Contest, without liability. All taxes (including, but not limited to, income taxes) are the sole responsibility of Winner. All entrants agree to comply fully with each provision in these Official Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

5. Issues of Law.

All federal, state and local laws and regulations are applicable. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL EXCLUSIVELY GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

6. Your Release of Sponsor from Any and All Liability.

(a) Each entrant hereby indemnifies and holds Sponsor, its parents, subsidiaries, affiliates, representatives, agents and the respective officers, directors and employees of each, harmless from and against any claim, damages or liability of any kind arising out of or in connection with the Winner Recordings, including, but not limited to any third party claim. Each entrant hereby waives any right to privacy. Each entrant hereby waives any right to inspect or approve uses of the Winner Recordings or to be compensated for any such uses.

(b) Entrants agree that Sponsor its parents, subsidiaries, affiliates, representatives and agents shall not be liable for losses or injuries of any kind resulting from: (i) acceptance, possession and/or use or misuse of any prize, (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer equipment, hardware and/or software, or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Rules. Entrants

also agree that Sponsor its parents, subsidiaries, affiliates, representatives and agents are not responsible or liable for any injury or damage to an entrant's or third person's computer (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) directly or indirectly related to or resulting from entrant's participation in the Contest, the prize(s) or downloading of information in connection with the Contest. Sponsor reserves the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

7. How to Get More Information

(a) To obtain a list of the Winners, send a self-addressed, stamped envelope by January 1, 2010 to: RCA/JIVE Label Group, 550 Madison Avenue, New York, New York 10022, Attention: "Soundcheck with Kelly Clarkson" Karaoke Contest Winners' Names.

(b) Copies of these Official Rules may be obtained by sending a self-addressed, stamped envelope to RCA/JIVE Label Group, 550 Madison Avenue, New York, New York 10022, Attention: "Soundcheck with Kelly Clarkson" Karaoke Contest Winners' Names (WA and VT residents may omit return postage). Requests for Official Rules must be received by August 30, 2009.

(c) The sponsor of this Contest is Son Music Entertainment, 550 Madison Ave, New York, NY 10022. Questions regarding the Contest can be directed by mail RCA/JIVE Label Group, 550 Madison Avenue, New York, New York 10022, Attention: "Soundcheck with Kelly Clarkson Karaoke Contest – Questions".