

"The Audiophillie Music Awards for Excellence in Recorded Sound" Contest

Entry Form

First Name: _____

Last Name: _____

Address: _____

Email address: _____

Date of Birth: _____

Telephone No.: _____

By submitting this entry I, _____, certify that I read the Official Rules of the Contest and that I agree to the Official Rules of the Contest.

Participant's Signature

Remember to mail in this entry form with your CD to:

The Audiophillie Music Awards For Excellence In Recorded Sound, c/o CBS Interactive, 28 East 28th St.
10th Floor, New York, NY 10016.

CD and entry form must be postmarked by April 12, 2010 and received at the address above by 5:00pm ET April 16, 2010.

"The Audiophillie Music Awards for Excellence in Recorded Sound Contest"

Official Rules & Participant Release

NO PURCHASE NECESSARY TO ENTER OR WIN. MUST BE A LEGAL RESIDENT OF THE UNITED STATES, AT LEAST 16 YEARS OLD OR OLDER AT DATE OF ENTRY INTO CONTEST. VOID WHERE PROHIBITED BY LAW.

CONTEST DESCRIPTION

Each Participant (as defined below) entering the Contest will submit a sound recording on CD format (the "Promotion CD") featuring his or her original vocal and/or musical performance. The Promotion CD may be played on the CNET 404 Podcast and/or the CNET Service (as defined below). See Section 4 for details on the Promotion CD requirements and how to create and submit one.

The total number of Promotion CDs submitted by all Participants will be narrowed down to six (6), in accordance with the procedure set forth in paragraph 5, below. The top six (6) Promotion CDs may be published on the CNET Service for the general public to listen to. The top six (6) Promotion CD's will be declared the winning CD's and awarded the Prizes (as defined below), in accordance with this Official Rules (as defined below).

RULES

Sponsor & Administrator: CBS Interactive Inc. ("CBSI"), 1401 W. Cypress Creek Road, Suite 200, Fort Lauderdale, FL 33309.

Prize Provider: Monster Cable Products, 455 Valley Drive, Brisbane, CA 94005

Contest Entities: CBS Interactive Inc. and Monster Cable Products.

1. Acceptance of Official Rules: By entering the Contest operated on the CBSI web site accessible at the domain "cnet.com" (the "CNET Service"), you ("you", "yourself", "Participant") hereby accept and agree to these official rules (the "Official Rules") of this Contest, and the decisions of the Administrator and the Contest Entities in connection with this Contest, whose decisions are final.

2. Eligibility: This Contest is offered and open to persons who are: (a) legal residents of one (1) of the fifty (50) United States or District of Columbia; and (b) at least sixteen (16) or older at the date of entry into this Contest. Employees, officers and directors, and their immediate family members, of the Contest Entities, and their parents, affiliated and subsidiary companies, advertising and promotion agencies, legal and financial advisors, and talent of any TV or radio show broadcast through the CBS Television Network or CBS radio stations are not eligible to participate in this Contest. In addition, an individual is not eligible to participate who has entered into an agreement that would make the broadcast of that individual's Promotion CD or the appearance of Participant in the CNET 404 Podcast show impossible or subject to third-party approval, license and/or payment. For purpose of the foregoing "immediate family" means parents, spouses, domestic partners, children, siblings or any members of the same

households of such employees and directors. This Contest is void outside of the fifty (50) U.S., in Puerto Rico, all US territories and possessions and where prohibited by law.

3. Promotion Period: The Contest begins on February 26, 2010 at 12:00:00 PM ET and ends at 11:59:00 PM ET on April 12, 2010 (the "Promotion Period"). Promotional CD's must be postmarked by 4/12/10 and received by April 16, 2010. Only eligible Promotion CD's sent during the Promotion Period will be entered into the Contest and be eligible for the Prizes. No promotional CD's will be accepted for consideration after the Promotion Period deadline has passed.

4. How to Enter the Contest and Submit the Promotion CD: To enter this Contest, Participants must go to <http://www.cnet.com/the-404-podcast/> during the Promotion Period, download, print and complete the Contest entry form and rules and mail it to: The Audiophillie Music Awards For Excellence In Recorded Sound, c/o CBS Interactive, 28 East 28th St. 10th Floor, New York, NY 10016. Participants must mail in their CD's by entry deadlines outlined above.

Promotion CD Requirements:

Promotion CD(s) cannot be longer than five (5) minutes and no less than one (1) minute, in duration. The CD must be an original creation of the Participant submitting the Promotion CD and only illustrate that Participant's original sound recording/musical creation and/or voice, as described herein. Any entry that does not use the criteria described herein will be disqualified. The Promotion CD entry must be in English and shall not be disparaging, abusive, sexually explicit, sexually suggestive, offensive, illegal, libelous, defamatory, obscene, vulgar, offensive, indecent, in bad taste, reflect negatively on the Contest Entities (or any of them), promote or incite violence, terrorism, or illegal acts, or be otherwise objectionable (all as determined by the Contest Entities in their sole discretion). Additionally, the Promotion CD must not: i) infringe any third party's rights, including, without limitation, copyright, trademark, right of publicity, right of privacy or trade secret and, must not in any way violate applicable laws and regulations; ii) contain libelous or otherwise defamatory statements (including but not limited to words that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group); and iii) contain any commercial content that promotes any product or service or contain or reference any third party names, , service marks, trademarks, copyrights, trade names or trade dress. The determination of whether a Promotion CD violates any of the above prohibitions shall be within the Contest Entities' sole discretion. If a Promotion CD is deemed by the Contest Entities to violate any such prohibition(s), the Promotion CD shall be disqualified and the Participant shall not be eligible to win the Prize.

Contest Entities reserve the right to upload and/or take down any Promotion CD from the CNET Service at any time during or after the Promotion Period and for any reason or for no reason at all in Contest Entities' sole discretion.

Further, each Promotion CD:

1. must be suitable for presentation in a public forum, in the sole determination of the Contest Entities;

2. must be delivered by mailing the Promotion CD to the address provided;
3. must not include any person other than the Participant and/or persons who have agreed to the rules and given Participant permission to be included on the Promotion CD. Administrator may ask for evidence of permission;
4. must not include threats to any person, place, business, group or world peace;
5. must not include thoughts, ideas, lyrics, music, sound recordings or any creative element not originally created by participant; and
6. must satisfy all eligibility requirements set forth herein.

By sending your Promotion CD, you grant the Contest Entities a perpetual, worldwide, royalty free license to publish and perform publicly the Promotion CD on the CNET Service or any other CBSI property with no compensation to you other than possibly getting your Promotion CD published on a CBSI property. Contest Entities and Administrator reserve the right to reproduce the Promotion CD in full (or to not reproduce any particular Promotion CD at all), or edit and enhance the Promotion CD at their discretion. Contest Entities and Administrator are authorized to use or not use the Promotion CDs as they see fit, including usage in advertising. All Promotion CDs are licensed to Sponsor in a perpetual and royalty free manner and will not be returned to Participants. Administrator will not be responsible for lost, stolen or misplaced entries. Limit of three (3) Promotion CD's per person, one (1) song per CD, during the Promotion Period.

As part of the registration process for participation in the Contest, Participant will be required to check where indicated on the form they download, print and mail in with entry to signify that Participant has read, accepted and agreed to be bound by these Official Contest Rules and Release and the terms hereunder, including but not limited to the releases of liability and licenses granted herein, including the decisions of the judges and, when applicable, the Administrator and/or the Contest Entities, or any of them, which are final and binding in all respects.

5. Winner Selection/Judging Prize: A panel of judges (the "Judging Panel") will select the top six (6) Promotion CD's (each, a "potential winner(s)") from amongst all eligible CDs received. The Judging Panel will be comprised of representatives of the Contest Entities, whose decisions will be final and binding in all respects. The Judging Panel will judge all of the Promotion CD's received based on the following criteria: creativity (25%), expression of chosen music genre (25%), originality (25%) and performance (25%). The Promotion CD's may be published on the CNET Service and may be broadcast on the CNET 404 Podcast show at Contest Entities' sole discretion. In the event an exact duplicate Promotion CD is submitted, only the first such Promotion CD received will be considered. If Promotion CD exceeds the 3 minute limit Contest Entities at their sole discretion will decide if to disqualify the Promotion CD or judge only the first 3 minutes of the Promotion CD.

All Promotion CDs must be received by April 17, 2010 in order to be eligible. Any Promotion CD received after this deadline will not be considered and will not be eligible for a prize.

Prizes:

1st, 2nd and 3rd place Promotion CDs will receive the following prize:

One (1) Monster Turbine Copper in-ear headphones, with an approximate retail value (ARV) of Three Hundred Ninety-nine Dollars (\$399.00 US Dollars), each.

4th, 5th and 6th place Promotion CDs will receive the following prizes:

One (1) Monster Turbine Gold in-ear headphones, with an ARV of Two Hundred Ninety-Nine Dollars (\$299.00 US Dollars), each.

Total ARV of all prizes to be awarded in the promotion is Two Thousand Ninety-Four Dollars (\$2,094.00 US Dollars).

5A. Prize Restrictions. All expenses relating to acceptance of the Prize not explicitly stated herein, including but not limited to taxes are the responsibility of the prize Winner.

No assignment, transfer, conversion to cash or cash redemption or substitution of the Prize is permitted, except Administrator reserves the right to substitute a Prize or any of its components with a prize of comparable or greater value should the Prize or any of its components become unavailable. Prize is solely for personal use.

Potential Winners will be notified by email and/or by phone. If a potential Winner cannot be reached after a reasonable effort has been made during two (2) days from the first notification attempt, such person may be disqualified and an alternate Winner shall be selected.

6. Affidavit of Eligibility/Liability Release and Publicity Release: In addition to the requirements of the Winner as set forth in Section 2 above, Winner may be required to complete, execute and return an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release (collectively, the "Release Forms") within five (5) days of notification of winning. Failure to return Release Forms timely, or if notification is returned as non-deliverable, or if Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Winner selected in accordance with these Official Rules.

6A. Conditions of Entry:

As conditions of entry into the Contest, each Participant:

(a) WARRANTS AND REPRESENTS THAT:

(i) PARTICIPANT IS THE CREATOR OF THE Promotion CD AND IS IN COMPLIANCE WITH THIS OFFICIAL RULES TO PARTICIPATE IN THE CONTEST;

(ii) PARTICIPANT IS THE INDIVIDUAL PERFORMING IN THE PROMOTION CD AND/OR PARTICIPANT HAS THE RIGHT TO INCLUDE OTHER PERSONS IN THE PROMOTION CD;

(iii) EXCEPT FOR THE LICENSE GRANTED TO CBSI IN THE CBSI TERMS OF SERVICE, AND THE CONTEST ENTITIES THROUGH THIS OFFICIAL RULES, PARTICIPANT HAS NOT GRANTED, AND WILL NOT GRANT, ANY RIGHTS WHATSOEVER IN THE PROMOTION CD TO ANY OTHER PERSON OR ENTITY;

(v) THE PROMOTION CD DOES NOT CONTAIN ANY CONTENT THAT IS OR MAY BE LIBELOUS, SLANDEROUS, INACCURATE, FALSE, INCOMPLETE OR POTENTIALLY DANGEROUS OR HARMFUL IN ANY WAY;

(iv) PARTICIPANT SHALL NOT MENTION OR "PLUG" ANY COMMERCIAL PRODUCT, SERVICE, VENTURE OR THING ON OR IN CONNECTION WITH THE CONTEST OR THE PROMOTION CD, INCLUDING, WITHOUT LIMITATION, THE NAME OF PARTICIPANT'S EMPLOYER. PARTICIPANT HEREBY ACKNOWLEDGES THAT NEITHER PARTICIPANT NOR ANYONE ACTING ON PARTICIPANT'S BEHALF IS GIVING OR RECEIVING ANY MONIES, OR OTHER CONSIDERATION TO GET PARTICIPANT IN THE CONTEST OR THE PROMOTION CD OR TO MENTION OR PLUG ANYTHING IN THE CONTEST OR THE PROMOTION CD. PARTICIPANT IS AWARE THAT PAYMENT OR ACCEPTANCE OF, OR AGREEMENT TO PAY OR ACCEPT, ANY MONEY OR CONSIDERATION FOR THE PERFORMANCE OF ANY PERSON OR MENTION OR PLUG ANY THING IN THE CONTEST OR ON THE PROMOTION CD WITHOUT DISCLOSURE TO THE CONTEST ENTITIES PRIOR TO BROADCAST IS A FEDERAL OFFENSE PUNISHABLE BY FINE AND/OR IMPRISONMENT. PARTICIPANT AGREES THAT IF ANYONE MAKES OR TRIES TO INDUCE PARTICIPANT TO ACCEPT ANY SUCH PAYMENT, PARTICIPANT SHALL IMMEDIATELY NOTIFY CBSI.

(v) SHALL NOT DO ANYTHING OR CAUSE ANY THIRD PARTY TO DO ANYTHING WHICH WOULD RIG OR IN ANY WAY INFLUENCE THE OUTCOME OF THE CONTEST WITH THE INTENT TO DECEIVE THE CONTEST ENTITIES, INCLUDING, BUT NOT LIMITED TO, TAMPERING WITH THE JUDGING PROCESS. PARTICIPANT AGREES THAT PARTICIPANT WILL NOT PARTICIPATE IN ANY SUCH ACT OR ANY OTHER DECEPTIVE ACT WITH RESPECT TO THE CONTEST, NOR PERMIT ANYONE TO DO SO ON PARTICIPANT'S BEHALF. PARTICIPANT AGREES THAT IF ANYONE TRIES TO INDUCE PARTICIPANT TO DO ANY SUCH ACT, PARTICIPANT SHALL IMMEDIATELY NOTIFY CBSI.

(vi) IF PARTICIPANT'S PROMOTION CD IS SELECTED WHETHER FOR POSTING ON THE CBS SERVICE OR WINNING A PRIZE, PARTICIPANT UNDERSTANDS AND AGREES THAT VISITORS TO THESE WEBSITES MAY COMMENT FREELY ON PARTICIPANT'S PROMOTION CD. THE CONTEST ENTITIES SHALL NOT HAVE ANY LIABILITY TO PARTICIPANT OR ANY THIRD PARTY IN CONNECTION WITH ANY SUCH COMMENTS (WHICH PARTICIPANT UNDERSTANDS MAY NOT BE FAVORABLE). PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPANT SHALL NOT HAVE ANY RIGHTS OR CLAIMS ARISING FROM OR CONCERNING SUCH COMMENTS.

(vii) THE PROMOTION CD: (1) IS ORIGINAL TO PARTICIPANT AND HAS BEEN LEGALLY OBTAINED AND CREATED; (2) DOES NOT CONTAIN ANY THOUGHTS, IDEAS, MUSICAL COMPOSITIONS, SOUND RECORDINGS, OR OTHER CREATIVE ELEMENTS OR INTELLECTUAL PROPERTY OF A THIRD PARTY; (3) DOES NOT VIOLATE OR INFRINGE UPON THE INTELLECTUAL PROPERTY, PRIVACY OR PUBLICITY RIGHTS OR ANY OTHER LEGAL OR MORAL RIGHTS OF ANY THIRD PARTY, OR VIOLATE APPLICABLE LAWS REGULATIONS;

(viii) PARTICIPANT UNDERSTANDS AND AGREES THAT IF, AT ANY TIME, ANY REPRESENTATION, WARRANTY, DISCLOSURE, COVENANT OR AGREEMENT MADE BY PARTICIPANT IS FOUND TO BE INCORRECT, INCOMPLETE, FALSE OR NO LONGER ACCURATE AS OF THE TIME OF THE POSSIBLE BROADCAST OF THE PROMOTION CD OR THE WINNERS ARE DETERMINED, OR IF ANY COVENANT OR AGREEMENT IS BREACHED IN ANY RESPECT BY PARTICIPANT, OR IF PARTICIPANT OTHERWISE FAILS TO ABIDE BY ANY TERM OR CONDITION OF THE OFFICIAL CONTEST RULES OR ANY OTHER AGREEMENT OR RELEASE ENTERED INTO BY PARTICIPANT IN CONNECTION WITH THE CONTEST, OR FOR ANY OTHER REASON, ANY CONTEST ENTITY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, REMOVE SUCH PARTICIPANT FROM THE CONTEST AND/OR WITHHOLD FROM SUCH PARTICIPANT ANY BENEFITS, OPPORTUNITIES OR AMENITIES WHICH SUCH PARTICIPANT WOULD OTHERWISE HAVE BEEN ENTITLED TO RECEIVE (INCLUDING, BUT NOT LIMITED TO, INVALIDATING ANY AGREEMENTS ENTERED INTO BY SUCH PARTICIPANT IN CONNECTION WITH THE CONTEST, AT THE CONTEST ENTITIES' SOLE AND ABSOLUTE DISCRETION) AND SUCH PARTICIPANT SHALL RETURN TO THE APPROPRIATE CONTEST ENTITY, ON DEMAND, ANY BENEFIT(S) OR AMENITY(IES) RECEIVED BY SUCH PARTICIPANT OR ON SUCH PARTICIPANT'S BEHALF. THE CONTEST ENTITIES IN THEIR SOLE DISCRETION, MAY, BUT SHALL NOT BE REQUIRED TO, MAKE ANY EXPLANATION OR ANNOUNCEMENT, ON-AIR OR OTHERWISE, THAT SUCH CONTEST ENTITY MAY CHOOSE AS TO THE REASON WHY SUCH PARTICIPANT WAS REMOVED FROM THE CONTEST, AND SUCH PARTICIPANT SHALL NOT HAVE ANY RECOURSE IN CONNECTION THEREWITH.

(ix) PARTICIPANT IS A LEGAL RESIDENT OF THE UNITED STATES OR D.C., AT LEAST 16 YEARS OLD AS OF THE DATE OF ENTRY INTO THE CONTEST.

(x) PARTICIPANT HAS NOT ENTERED INTO ANY OTHER AGREEMENT, AND HAS NOT DONE AND WILL NOT DO ANY ACT OR THING WHICH IN ANY WAY PREVENTS, HAMPERS, CONFLICTS OR INTERFERES WITH THE FULL AND COMPLETE PERFORMANCE OF PARTICIPANT'S OBLIGATIONS EITHER UNDER THE RULES SET FORTH HEREIN OR, SHOULD PARTICIPANT BE SELECTED AS ONE OF THE WINNERS OF THE CONTEST UNDER ANY OF THE AGREEMENTS ENTERED INTO BY PARTICIPANT IN CONNECTION WITH THE CNET 404 PODCAST SHOW, OR THE CONTEST ENTITIES' EXERCISE OF ANY RIGHTS WHICH PARTICIPANT HAS GRANTED HEREUNDER, OR WHICH INTERFERES WITH THE RIGHTS OF ANY THIRD-PARTY.

(xi) NO OTHER PARTY, OR ANY AGENT, REPRESENTATIVE OR ATTORNEY OF ANY OTHER PARTY, HAS MADE ANY PROMISE, AGREEMENT, COVENANT, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WHICH IS NOT EXPRESSLY CONTAINED HEREIN CONCERNING THE SUBJECT MATTER HEREOF, TO INDUCE OR COMPEL PARTICIPANT TO ENTER INTO OR PERFORM UNDER THE RULES, OR TO SUBMIT A PROMOTION CD, AND PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS NOT ENTERED INTO AN AGREEMENT OR SUBMITTED ANY PROMOTION CD IN RELIANCE ON ANY SUCH PROMISE, AGREEMENT, COVENANT, REPRESENTATION, OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN.

(xii) PARTICIPANT MEETS ALL OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE RULES RENDERING PARTICIPANT ELIGIBLE TO PARTAKE IN THE CONTEST AND TO SUBMIT PARTICIPANT'S PROMOTION CD.

PARTICIPANT'S PROMOTION CD IS IN FULL COMPLIANCE WITH THE FORMAT AND ALL THE REQUIREMENTS AND RESTRICTIONS AS SET FORTH IN THE RULES. IF, AT ANY TIME, PARTICIPANT FAILS TO MEET ANY OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE RULES, OR IF PARTICIPANT'S PROMOTION CD IS FOUND NOT TO BE IN COMPLIANCE WITH ANY PORTION OF THE RULES, AS THE CONTEST ENTITIES SHALL DETERMINE IN THEIR SOLE AND ABSOLUTE DISCRETION, PARTICIPANT'S PROMOTION CD WILL NOT BE ELIGIBLE FOR POSTING ON THE CNET SERVICE, OR ANY OTHER SITE SELECTED BY THE CONTEST ENTITIES, AND PARTICIPANTS' PROMOTION CD WILL NOT BE ELIGIBLE TO PARTICIPATE IN ANY PORTION OF THE CONTEST. EVEN IF PARTICIPANT MEETS ALL OF THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE RULES, AND EVEN IF PARTICIPANT'S PROMOTION CD IS IN FULL COMPLIANCE WITH THE RULES, PARTICIPANT UNDERSTANDS AND AGREES THAT THE CONTEST ENTITIES SHALL HAVE NO OBLIGATION TO SELECT PARTICIPANT'S PROMOTION CD FOR POSTING ON THE CNET SERVICE OR TO SELECT PARTICIPANT PERSONALLY FOR THE CONTEST, OR TO OTHERWISE PROVIDE PARTICIPANT WITH ANY OTHER BENEFITS OR AMENITIES. FOR AVOIDANCE OF DOUBT, EVEN IF PARTICIPANT IS SELECTED AS ONE OF THE WINNERS OF THE CONTEST, CONTEST ENTITIES HAVE NO OBLIGATION TO FEATURE PARTICIPANTS' PROMOTION CD ON THE CNET SERVICE AND/OR THE CNET 404 PODCAST SHOW.

(xiii) ALTHOUGH THE CONTEST ENTITIES, IN THEIR SOLE AND ABSOLUTE DISCRETION, WILL USE REASONABLE EFFORTS TO ENSURE THE INTEGRITY OF ANY INTERNET-BASED, TELEPHONIC, POSTAL OR OTHER SYSTEM OR PROCESS, PARTICIPANT ACKNOWLEDGES THAT PROBLEMS MAY OCCUR IN CONNECTION THEREWITH. IN THE EVENT OF ANY PROBLEMS WITH ANY SUCH SYSTEM(S) OR PROCESS(ES) USED IN CONNECTION WITH THE ADVANCEMENT OF THE PARTICIPANTS IN THE CONTEST AND THE SELECTION OF THE WINNERS OF THE CONTEST, WHICH PROBLEMS MAY INCLUDE THE PARTIAL OR TOTAL FAILURE OF THE SYSTEM OR THE MISUSE OF THE SYSTEM BY OTHERS, POSTAGE DUE ENTRIES, THE CONTEST ENTITIES NONETHELESS SHALL HAVE THE RIGHT TO DETERMINE THE ADVANCEMENT OF PARTICIPANTS AND/OR THE SELECTION OF THE WINNERS OF THE CONTEST IN THEIR SOLE DISCRETION. ACCORDINGLY, PARTICIPANT AGREES TO ACCEPT THE DECISION OF THE CONTEST ENTITIES IN ALL SUCH MATTERS AS FINAL AND BINDING.

(xiv) PARTICIPANT HAS VOLUNTARILY AGREED TO PARTICIPATE AS A PARTICIPANT IN THE CONTEST. PARTICIPANT AGREES TO FOLLOW ALL RULES, DIRECTIONS AND INSTRUCTIONS IN ALL MATTERS RELATING TO THE CONTEST (INCLUDING THE OFFICIAL CONTEST RULES THEMSELVES, ALONG WITH PARTICIPANT SELECTIONS AND DECISIONS REGARDING THE CREATION AND IMPLEMENTATION OF TERMS, CONDITIONS AND RULES GOVERNING THE CONTEST). PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT ALL CONTEST RULES ARE SUBJECT TO CHANGE BY THE CONTEST ENTITY HAVING CONTROL OVER SUCH MATTERS, IN SUCH CONTEST ENTITY'S(IES') SOLE AND ABSOLUTE DISCRETION, AT ANY TIME INCLUDING, WITHOUT LIMITATION, WHILE PARTICIPANT IS PARTICIPATING AS A PARTICIPANT, AND THAT SUCH DECISION(S) ON ALL DISCRETIONARY MATTERS (INCLUDING, BUT NOT LIMITED TO, PARTICIPANT SELECTION, THE AMOUNT OF EXPOSURE EACH PARTICIPANT MAY OR MAY NOT RECEIVE IN CONNECTION WITH THE CONTEST, AND THE MANNER IN WHICH THE CONTEST IS PRODUCED) SHALL BE FINAL AND BINDING UPON PARTICIPANT. IN ADDITION, IF ANY ACTIVITY IN CONNECTION WITH THE CONTEST IS SUSPENDED OR HALTED FOR ANY REASON, PARTICIPANT SHALL

ABIDE BY THE APPLICABLE CONTEST ENTITY'S DECISION REGARDING THE RESUMPTION OF THE ACTIVITY AND THE DISPOSITION OF ANY BENEFIT(S) OR AMENITIES. PARTICIPANT UNDERSTANDS THAT THE CONTEST ENTITIES RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO CHANGE, AND TO DELETE FROM, MODIFY OR AMEND THE OFFICIAL CONTEST RULES AND ANY OTHER TERMS, CONDITIONS AND RULES AFFECTING THE CONDUCT OF THE PARTICIPANTS IN THE CONTEST, THE CONTEST ACTIVITIES, THE ELIMINATION OF PARTICIPANTS FROM THE CONTEST AND THE GRANTING OF ANY BENEFIT(S) OR AMENITY(IES) IN CONNECTION WITH THE CONTEST. ANY ACTUAL OR ALLEGED CONSEQUENCES OF PARTICIPANT'S FOLLOWING SUCH RULES, DIRECTIONS AND INSTRUCTIONS SHALL BE INCLUDED WITHIN THE MATTERS RELEASED AND INDEMNIFIED HEREIN. FOR THE AVOIDANCE OF DOUBT, PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT ALL DECISIONS BY THE CONTEST ENTITIES ON EACH AND EVERY ASPECT OF THE CONTEST INCLUDING, WITHOUT LIMITATION, CONCERNING THE AWARD OF A PRIZE, IF ANY, THE SELECTION OF ALL PROMOTION CDS SUBMITTED, THE POSTING OF THE PROMOTION CD ON THE CNET SERVICE OR ANY OTHER WEBSITE SELECTED BY THE CONTEST ENTITIES, AND IN CONNECTION WITH ALL OTHER SELECTIONS DURING THE CONTEST ARE BINDING AND FINAL AND ARE NOT SUBJECT TO CHALLENGE OR APPEAL. PARTICIPANT HEREBY ACKNOWLEDGES THAT THE INTERESTS OF THE CONTEST ENTITIES SHALL OVERRIDE THOSE OF ANY PARTICIPANT IN THE CONTEST. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT ALWAYS HAS THE OPTION TO DISCONTINUE PARTICIPANT'S PARTICIPATION IN THE CONTEST (OR ANY ELEMENT THEREOF) AND TO WITHDRAW AS A PARTICIPANT AT ANY TIME. PARTICIPANT UNDERSTANDS THAT IF PARTICIPANT ELECTS TO WITHDRAW FROM THE CONTEST, THEN PARTICIPANT WILL FORFEIT THE OPPORTUNITY (IF ANY) TO RECEIVE A PRIZE AND ANY BENEFITS OR AMENITIES IN CONNECTION THEREWITH, IF ANY.

(xv) PARTICIPANT GRANTS TO THE CONTEST ENTITIES THE RIGHT TO USE HIS /HER NAME AND LIKENESS AND RELEASES THE CONTEST ENTITIES FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF, OR RESULTING FROM, PARTICIPANT'S PARTICIPATION IN THE CONTEST.

(b) hereby acknowledges and agrees that the Contest Entities and their affiliates, legal representatives, assigns, agents and licensees, shall have the right, in perpetuity, to reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Participant's name, address, image, voice, likeness, statements, biographical material and any materials included as part of Participant's entry into the Contest, including, but not limited to, the Promotion CD and performances contained in any of the above items, and all recordings or cds made or submitted in connection with the Contest ("Entry Materials"), as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Participant and arising out of his/her participation in this Contest (with or without using the Participant's name) (collectively, the "Additional Materials") (in each case, as submitted or as edited/modified in any way, whether by the Sponsors, their licensees, or assigns, in the Sponsors' sole discretion) in any media, format or medium throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Participant or any other party, except as prohibited by law;

(c) understands that Participant's appearance, actions, depiction and/or portrayal in Participant's Entry Materials or Additional Materials and Participant's portrayal in any promotion thereof, may be

disparaging, defamatory, embarrassing or of an otherwise unfavorable nature and may expose Participant to public ridicule, humiliation or condemnation. Participant forever waives any rights of privacy, rights of publicity, intellectual property rights, claims of defamation, and any other legal or moral rights (including so-called "droit morale") that may preclude Sponsors' and/or other Contest Entities' use of the Participant's Entry Materials or Additional Materials, or require the Participant's permission for Sponsors or other Contest Entities to use them for any purpose, and releases and agrees never to sue or assert any claim against the Sponsors or other Contest Entities arising out of use of those Entry Materials or Additional Materials or otherwise;

(d) acknowledges and agrees that (i) Sponsors have access to and/or may create or have created literary, film, tape and/or other materials, ideas and concepts which may be similar or identical to the Entry Materials in theme, idea, plot, format, characters and/or other respects; (ii) Participant will not be entitled to any compensation or other consideration because of the use by Sponsors of any such similar or identical material, ideas and/or concepts; and (iii) Sponsors' use of material containing elements similar to or identical with those contained in the Entry Materials or any Promotion CD shall not obligate Sponsors to negotiate with nor entitle Participant to any compensation or other claim;

(e) EACH PARTICIPANT IN THIS CONTEST, INCLUDING, WITHOUT LIMITATION, A PRIZE WINNER WILL INDEMNIFY AND HOLD THE CONTEST ENTITIES, AND EACH OF THEIR RESPECTIVE AFFILIATED AND SUBSIDIARY COMPANIES, SHAREHOLDERS, PARTNERS, MEMBERS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS, ADVERTISING AGENCIES, CO-BRANDERS OR OTHER PARTNERS, EMPLOYEES, GOVERNORS, TRUSTEES, AND VOLUNTEERS, AND EACH OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "CONTEST INDEMNITEES") HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (INCLUDING SETTLEMENTS) FOR ANY INJURIES, LOSS OR DAMAGE OF ANY KIND TO PERSON, INCLUDING DEATH, AND PROPERTY, ARISING IN WHOLE OR IN PART, FROM PARTICIPANTS' PARTICIPATION IN THIS CONTEST AND IN ANY ACTIVITY RELATED TO THIS CONTEST, INCLUDING NOT BY MEANS OF LIMITATION ANY TRAVEL OR RELATED ACTIVITY IN CONNECTION WITH THE PRIZE, OR BROUGHT OR ASSERTED BY ANY THIRD PARTY AGAINST ANY OF THE CONTEST INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH (A) ANY ENTRY MATERIALS OR ADDITIONAL MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS OF THIRD PARTIES, WHETHER OR NOT GROUNDLESS, BASED ON THE SUBMISSION OF SUCH OTHER MATERIAL); (B) ANY BREACH BY PARTICIPANT OF ANY WARRANTY, AGREEMENT OR REPRESENTATION CONTAINED IN THE OFFICIAL CONTEST RULES OR TERMS OF SERVICE OR IN ANY DOCUMENTATION SUBMITTED BY PARTICIPANT, INCLUDING BUT NOT LIMITED TO THE RELEASE; (C) PARTICIPANT'S CONDUCT DURING AND IN CONNECTION WITH THIS CONTEST, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT OF ANY TRADEMARK, COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, RIGHT OF PUBLICITY, RIGHT OF PRIVACY OR DEFAMATION; OR (D) THE ACCEPTANCE OF ANY BENEFIT OR AMENITY PROVIDED IN CONNECTION WITH THE CONTEST;

(f) PARTICIPANT ACKNOWLEDGES THAT THERE IS A POSSIBILITY THAT, AFTER AGREEING TO THE TERMS HEREIN PARTICIPANT MAY DISCOVER FACTS OR INCUR OR SUFFER CLAIMS WHICH WERE UNKNOWN, UNDISCOVERED OR UNSUSPECTED BY PARTICIPANT AT THE TIME AND WHICH, IF KNOWN, DISCOVERED OR SUSPECTED BY PARTICIPANT AT THAT TIME, MAY HAVE MATERIALLY AFFECTED PARTICIPANT'S

DECISION TO AGREE TO THE TERMS HEREIN. PARTICIPANT ACKNOWLEDGES AND AGREES THAT BY REASON OF ENTERING THE CONTEST, AGREEING TO THE GENERAL RELEASE CONTAINED HEREIN AND EXECUTING ANY RELEASE OF LIABILITY, PARTICIPANT IS ASSUMING ANY AND ALL RISKS OF KNOWN OR UNKNOWN, DISCOVERED OR UNDISCOVERED, SUSPECTED OR UNSUSPECTED FACTS AND CLAIMS; AND

(g) agrees to execute any documents or take any further action required by CBSI to effectuate the grant of copyrights and other agreements made by each Participant in these Official Rules. In addition, and at CBSI request, each Participant agrees to execute any and all documents that assign to CBSI all rights, title, interest and copyright in and to his/her Promotion CD, as set forth above.

7. Publicity Release Terms: Except where prohibited by law, a Winner's acceptance of a Prize constitutes permission for the Contest Entities to use Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

8. Improper Conduct: Administrator or the Contest Entities, or any of them, in their sole discretion, may disqualify any Participant from participation in or use of any or all portions of this Contest, if Participant engages in any conduct Administrator deems to be improper, unfair or otherwise adverse to the operation of the Contest or detrimental to other Participants of the Contest or to any person or third-party. Such improper conduct includes, without limitation, falsifying personal information required during Participant registration, violating any term or condition stated herein, including but not limited to the requirements in Rule 4 of these Official Rules, accumulating entries through methods such as automated computer scripts or any other programming techniques, allowing others to use Participant's personal information for the purpose of accumulating entries, or intentionally trying to defraud, reverse engineer, disassemble or otherwise tamper with the computer programs in connection with this Contest. Participant acknowledges that Administrator may pursue other avenues of recourse such as criminal or civil proceedings in connection with such conduct. **WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, EACH OF THE CONTEST ENTITIES RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

9. Integrity of Contest: If, for any reason, the Contest is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Administrator, in its sole opinion believes could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Administrator and/or the Contest Entities, or any of them, reserve the right at its sole discretion to cancel, terminate, modify or suspend this Contest and select the Winners from entries received prior to the action taken or in such other manner as Administrator may deem fair and appropriate.

10. Lost or Corrupted Entries: The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, as well as all of the foregoing's affiliates, shareholders, partners, members, officers, directors, agents, co-branders, or other partners, employees,

governors, trustees, and volunteers, and their respective successors and assigns, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, illegible or postage due entries or mail, if applicable; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. The Contest Entities, and their parents, affiliated and subsidiary companies, advertising and promotion agencies, are not responsible for any incorrect or inaccurate information, whether caused by registration information submitted by end users or tampering, hacking, or by any of the equipment or programming associated with or utilized in this Contest, and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Contest.

11. Damaged Property: Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, as well as all of the foregoing's affiliates, officers, directors, agents, co-branders, or other partners, employees, governors, trustees, and volunteers, and their respective successors and assigns, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, injury or damage to any Participants or to any other person's computer or property related to or resulting from participating in this Contest or downloading materials from this Contest.

12. Contest Errors: The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, as well as all of the foregoing's affiliates, shareholders, partners, members, officers, directors, agents, co-branders, or other partners, employees, governors, trustees, and volunteers, and their respective successors and assigns, assume no liability and are not responsible for, and you hereby forever waive any rights to any claim in connection with, errors and/or ambiguity: (a) in the Contest; (b) in any related advertising or promotions of this Contest; and/or (c) in these Official Rules. In the event of any ambiguity(s) or error(s) in these Official Rules, Administrator and the Contest Entities, or any of them, reserve the right to modify these Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Contest.

13. Winners: The Contest Entities, and their parents, affiliated and subsidiary companies and advertising and promotion agencies, as well as all of the foregoing's affiliates, officers, directors, agents, co-branders, or other partners, employees, governors, trustees, and volunteers, and their respective successors and assigns, assume no liability and are not responsible for, and you/Participant hereby forever waive/s any rights to any claim in connection with, the selection and announcement of the Winners, and/or any injury or damage to any Participant's or third person's property related to or resulting from any part of this Contest.

14. Limitation of Liability: IN NO EVENT WILL THE CONTEST ENTITIES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR

LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE CONTEST. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

15. Disclaimer of Warranties: THE CONTEST IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

16. Binding Arbitration: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules and/or this Contest. Any controversy or claim arising out of or relating to these Official Rules and/or this Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, in the City of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

17. Governing Law and Jurisdiction: This promotion is governed by US law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participant and Administrator in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 17 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York, in the City of New York.

18. Winners' List/Official Rules: For the names of the 6 Winners, send a self-addressed stamped envelope for receipt by April 30, 2010 to "Winners' list.; The Audiophillie Music Awards For Excellence In Recorded Sound, c/o CBS Interactive, 28 East 28th St. 10th Floor New York, NY 10016". For a copy of the Official Rules send a self-addressed stamped envelope to the above address marked "Official Rules: " The Audiophillie Music Awards For Excellence In Recorded Sound " for receipt by April 17, 2010; residents from VT may omit postage on the self-addressed envelope. The Official Rules will be posted on the CNET Service.