

Metro Transit Authority
“MTA’s Music City Central-The Big Gig Jingle”
Contest
OFFICIAL RULES
(7-30-08)

NO PURCHASE OR PAYMENT OF ANY KIND
IS NECESSARY TO ENTER OR WIN

- I. Contest Period. The “MTA’s Music City Central-The Big Gig Jingle” Contest **(the "Contest")** will begin at 12:00 am Central Daylight Time (CDT) on Friday, August 1, 2008 (the “Start Date”), and end at 11:59 pm CDT on Monday, September 15, 2008 (the “Contest Period”). Participation constitutes Entrant's full and unconditional agreement to accept and be bound by these Official Rules and the decisions of the Sponsor and Judges.
- II. Sponsors. The Contest is sponsored by: Nashville MTA, 130 Nestor Street, Nashville, TN 37210 **(the "Sponsor")** which is solely responsible for all aspects of this Contest. Balfour Beatty Construction, 535 Marriott Drive, Suite 625, Nashville, TN 37214 (“Corporate Sponsor”) is a corporate sponsor of this Contest.
- III. Eligibility. This Contest is open only to legal residents of Nashville, Tennessee’s Metro Service Area, including Davidson, Robertson, Sumner, Macon, Trousdale, Smith, Wilson, Cannon, Rutherford, Williamson, Hickman, Dickson, and Cheatham counties (“The Eligibility Areas”). Entrants must be 15 years of age as of August 1, 2008, and residing in the Eligibility Area throughout the Contest Period. Employees of the Sponsor, Corporate Sponsor, Davidson Transit Organization and each of their respective parent companies, affiliates, subsidiary companies, distributors, sales representatives, retailers, advertising, sales promotion and judging agencies, if any, and all other service agencies involved with the Contest and members of the immediate families (parent, child, sibling and spouse of each) or households of any of the above are **not eligible** to enter or win. Contest is subject to all applicable federal, state, and local laws and regulations. This Contest is void where prohibited by law.
- IV. Judging & Selection of Entries. A qualified panel of judges, appointed by the Sponsor, will select one (1) Grand Prize winner (“Winner”) from among all the Entries submitted during Contest Period. The panel will judge entries based on the following criteria: (i) Nashville MTA’s brand message which incorporates creative lyrics about the many benefits for using MTA Services and the new Music City Central Transit Station; (40%); (ii) originality, creativity and a catchy and appealing tune (40%); (iii) suitability for use in an advertisement, promotion or marketing campaign (20%). All decisions

of the Sponsor and judges will be at their sole discretion and will be final in all matters relating to this Contest.

V. Prizes: One (1) Grand Prize winner will be awarded a cash prize of \$1,500.

VI. Submission of Entry: In order to submit an entry, Entrant must:

- a) Complete a registration form on the Sponsor's Web site www.nashvillemta.org.
- b) Create an original: 57 to 60-second themed Jingle (the "Entry") to promote the many benefits of using MTA services and the opening of the new Music City Central Transit Station. Jingles must be in English and presented in the following format: CD. Entry may be performed in any genre of music.
- c) Entries shall be submitted as follows:
First Class Mail or Special Delivery to:
MTA Jingle Contest
c/o White|Thompson
1808 Patterson Street
Nashville, TN 37203
- d) Entrant is allowed to submit one entry per person. Entries may have multiple co-writers, but only one name should be designated on the entry form. Each Entrant, upon entering, guarantees that he or she has the absolute right to enter, including approval from non-entrant co-writers.
- e) All entries must be received by 11:59:59 P.M. CDT on September 15, 2008 to be eligible.

IMPORTANT: Entrants must save their Jingles in the original format after mailing or delivering to the address in VI (c) above. In the event an Entrant becomes a Finalist, Entrant agrees that he or she will provide Sponsor with the Jingle in its original format in order for the Jingle to be used in future advertising, promotions and/or marketing.

VII. Entry Requirements. By submitting an Entry, Entrant warrants and represents that: (1) it is original work and has been legally created; (2) it has not been previously published, is not under professional contract, or has not been distributed in any media. Entrants are responsible for making sure the entry is complete and playable. Entries may not include any: (a) copyrighted works without permission of the copyright owner, (b) false or defamatory statements about any person or any third party; (c) third party trademarks that suggest affiliation with any trademark owner without permission of such owner or that dilute the value of any trademark; (d) persons who do not know that they were named or appear in the Entry or any person who did not agree to be part of the Entry submission; or (e) profanity, nudity, depictions of violence, threatening language, inappropriate, indecent, harmful, discriminatory, or obscene content as determined by Sponsor, in its sole and absolute discretion. All

Entries must be in keeping with Sponsor's image, as determined by Sponsor in its sole and absolute discretion. Entrants further warrant and represent that they have obtained written permission from each person whose voice is included in the Entry; that such person(s) have granted all necessary rights to use that person's voice in the Entry submission as described in these rules; and that Entrant can and will make written copies of such permissions available to the Sponsor upon request. If the voice of a minor is included, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's voice on behalf of the minor.

VIII. Discretion of Sponsor and Judges. Sponsor and judges shall have the right, but no obligation, to review the Entries for compliance with the entry requirements. At the Sponsor's and judges' discretion, entries including unsuitable content or that are in, or alleged to be in, violation of third party rights (including, but not limited to, copyrights of rights of publicity or privacy) will be immediately disqualified. Sponsor and judges retain sole discretion as to what constitutes unsuitable content and will not be liable in any way for disqualified entries. Sponsor may refuse to make an Entry available on the Web site or discontinue posting an Entry on the Web site for any reason, as determined by Sponsor or judges, in their sole and absolute discretion. Upon submission, all Entrants grant permission for their Jingle to be posted on the Contest Web site www.nashvillemta.org or other Web site(s) authorized by Sponsor for the Contest (Collectively "the Web sites"), at Sponsor's discretion and be reviewed by other Web site users.

IX. Notification. The potential Grand Prize winner selected will be notified by first class mail, telephone or e-mail on or about October 12, 2008.

X. Prize Terms & Conditions.

(a) Entrant will retain all ownership rights to the Entry, except as provided herein.

(b) By the fact of submission of an Entry, each Entrant gives permission for their Entry, including without limitation, words, music, arrangement and concept, to be used in any public relations, promotional or commercial use for MTA's Music City Central opening or for any other public relations, promotional or commercial use by MTA, Sponsors, Davidson Transit Organization, or their parent and affiliate entities and respective agents or sub-licensees, if any (individually and collectively "Licensed Users").

(c) Entrant grants to each and every Licensed User an unlimited, worldwide, perpetual license and right to publish, use, modify, edit, adapt, copy, exploit, and publicly display the Entry, including without limitation, words, music, arrangement and concept, in any way, in any and all

media, now or hereafter known, without limitation, and without consideration or acknowledgement to the Entrant. The Licensed Users reserve the right to modify or edit any Entry, in whole or in part, for content, clarity, or any other reason, and each Entrant waives any and all "moral rights" in and to his or her Entry.

(d) Acceptance of prize shall further constitute and signify the winner's agreement and consent that each Licensed User may use the winner's name, likeness and biographical information worldwide in connection with any public relations, promotional or commercial use as to the Entry or this Contest, without limitation and without further compensation, except where prohibited.

X. (e) As a condition of being declared the winner, each potential winner will be required to execute and deliver to the Sponsor an Affidavit, release, agreement of Eligibility/Originality, Publicity/Liability Release and agreement regarding compliance of Contest rules as prepared by the Sponsor within seven (7) days of notice being sent to such potential winner. That document may require additional information from the winners to enable Sponsor to file 1099 tax statements. The Sponsor shall be the sole judge of whether such are delivered timely and reserve the right to name another winner if such are determined not to have been delivered timely. If the prize award is won by a minor, it will be awarded to a parent or legal guardian who must sign and return the documents referred to herein. In the event of non-compliance with these requirements the prize will be forfeited and awarded to an alternate winner.

(f) Notice shall be deemed sent to a potential winner when sent by email to an email address used to submit an Entry, or otherwise given by an Entrant, or when mailed first class mail, postage prepaid, to such Entrant at any physical address or post office box address furnished by an Entrant.

(g) By entering the Contest, Entrants agree to release, hold harmless and indemnify Sponsor, Corporate Sponsor, Davidson Transit Organization, Judges (in the aggregate "Released Parties") and all Released Parties', retailers, distributors and advertising and promotion agencies, and its and each of their respective directors, officers, employees, shareholders and agents from any and all claims, actions, liability, loss, damage or injuries to any person (including death) or property of any kind costs, and expenses (including without limitation, all attorney's fees and court costs) arising directly or indirectly from or in connection with the Entrant's participation in the Contest, including but not limited to, use of the Entry, acceptance, possession or use/misuse of the prize or Entry, use/misuse of the internet, malfunction of any electronic equipment, system or means, any typographical or other error in the printing, offering, announcement or publication of the prize or participation in any prize-related activity.

Entrants further acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality for a particular purpose.

(h) Prizes are non-transferable. If winner fails to return required documents as stated above, or if any prize notification is returned as undeliverable, Sponsor, in its sole discretion, may cause prize to be forfeited and an alternate potential winner selected.

(i) Winners are solely responsible for any local, state, or federal income taxes on prizes.

XI. Enforcement of Rules. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of the Contest, including without limitation, barring and disqualifying Entrants who do not comply with these Official Rules or in any way disrupts or tampers with the Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES, INCLUDING ATTORNEYS FEES AND COSTS, FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. By entering, Entrants agree that (1) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be (i) governed by, and construed in accordance with, the laws of State of Tennessee without giving effect to any choice of law or conflict of law rules, (ii) resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Tennessee or the appropriate Tennessee state court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

XII. No Responsibility on Part of Sponsor. Sponsor is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries or error in any promotion-related materials. The Sponsor is also not responsible for lost, mis-directed, late or incomplete forms or CD submissions. The Sponsor also is not responsible for any problems or technical malfunction of any telephone

network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof.

Sponsor is not responsible for any damage to an Entrant's system, which is occasioned by participating in this Contest or by downloading any information necessary to participate in the promotion. Sponsor also is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error that may occur in the processing of the entries in the Contest. Any dispute or claim arising out of the play of this Contest, or any disputes with site users, which arise as a result of the use of this Website, shall be governed by the laws of the State of Tennessee, without respect to conflicts of laws principles. Any such claim shall be brought and maintained in the federal or state courts of the State of Tennessee.

- XIII. Right to Suspend, Modify or Cancel Contest. Sponsor reserves the right to suspend, cancel or modify this Contest or Promotion for any reason whatsoever, which reasons shall include, but not be limited to, printing errors, tampering, fraud, unauthorized intervention or other causes beyond Sponsor's control, corruption or impairment of the administration security, integrity, fairness, or proper play of the Promotion, as determined by Sponsor.
- XV. Entrants agree to be bound by these Official Rules and by the decisions of the Sponsor and judges, which are final and binding in all respects.

WINNERS LIST: For the name, city and state of residence of the winner send a self-addressed, stamped envelope by November 3, 2008 to: Alliance The "MTA's Big Gig Jingle" Contest Winners List, 106 Elm St, Stonington, CT, 06378.