

## **The Pirate Radio Retro Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Eligibility:** The Pirate Radio Retro Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old at the time of entry. Employees, independent contractors and interns of Nielsen Business Media, Inc., Focus Features, their parent and affiliated companies (collectively, the "Sweepstakes Entities"), as well as the immediate family (spouse, parents, siblings and children) and household members of their respective employees are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Focus Features, 100 Universal City Plaza, Building 9128 Universal City, CA 91608. **Administrator:** Nielsen Business Media 770 Broadway, New York, NY 10003.

**3. Timing:** The Sweepstakes begins on October 27, 2009 at 12:00:01 AM Eastern Time ("ET") and ends on November 15, 2009 at 11:59:59 PM ET (the "Promotion Period"). Administrator is the official time keeper for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit: [www.billboard.com/pirateradiosweeps](http://www.billboard.com/pirateradiosweeps) and follow the links and instructions to complete and submit an entry form to register for the Sweepstakes, by providing your first and last name, date of birth, address and phone number. By completing the foregoing, you will automatically receive one (1) entry in the Sweepstakes. Each participant may only enter once during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entry and that participant will be disqualified. Use of any automated system or device to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the eligible participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. Drawing:** Administrator's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the

potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or about November 16, 2009. Potential Grand Prize winner will be notified by email, mail or phone and will be required to sign and return, , a notarized Affidavit of Eligibility, Liability & where permitted by law Publicity Release (the "Release") within seven (7) calendar days after notification. If Grand Prize winner is a minor in his/her jurisdiction of residence, the required Release must be executed by his/her parent or legal guardian and the prize will be awarded in the name of, and delivered to, minor's parent or legal guardian. If a winner cannot be contacted within two (2) business days of first notification attempt, if Grand Prize winner does not return the executed Release within the required time period, if any prize or prize notification is returned as undeliverable, if winner rejects his/her prize or in the event of winner's noncompliance with any of these Sweepstakes Official Rules and requirements, the applicable prize will be forfeited and an alternate winner will be selected from all remaining eligible entries in a random drawing. Upon prize forfeiture, no compensation will be given. Only one (1) alternate drawing will be held for a specific prize, after which the prize will remain un-awarded. The potential winner must continue to comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. Prizes will be fulfilled two to three weeks after winner confirmation.

**6. Prizes:** There is one (1) Grand Prize and two (2) First Prizes (each a "Prize" and collectively "Prizes"). The Grand Prize consists of a retro prize package ("The Package"). The package includes a retro-style turntable (with USB Connection), a collection of classic vinyl albums from chart topping artists, two (2) tickets to see Pirate Radio in theaters and a Pirate Radio soundtrack CD. Approximate Retail Value (the "ARV") of the Grand Prize is two thousand dollars, fifteen (\$2,015). Each First Prize shall consist of a Pirate Radio soundtrack CD (ARV: fifteen dollars (\$15) each). Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to the Sweepstakes Entities' sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions or cash redemption of Prizes is permitted except that Sweepstakes Entities retain the right to substitute a Prize of equal or greater retail value (or at Sweepstakes Entities' election, the cash value of the applicable Prize). Additional restrictions may apply. If a Prize element is not available for any reason, the remaining elements of the Prize shall constitute full satisfaction of Sweepstakes Entities' Prize obligation to Winner. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Total ARV of all prizes to be awarded in the Sweepstakes is two thousand, forty-five dollars (\$2,045).

**7. Release:** By receipt of any Prize, winner agrees to defend, indemnify, release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, divisions, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each company's officers, directors, employees shareholders and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of 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, (i) preparation for, travel to, or participation in the Sweepstakes, or possession, acceptance and/or use or misuse of prize or

participation in any Sweepstakes-related activity, (ii) any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery, and (iii) any unauthorized use or misuse of or modification to the Prize. Entrants who do not comply with these Official Rules, or who attempt to interfere with this Sweepstakes in any way shall be disqualified.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' uses of winner's name, likeness, photograph, voice, opinions and/or biographical information including without limitation, hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason including fraud, technical failures or any other factor beyond Sponsor's reasonable control that impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or those of any other promotion or in an uncivil or disruptive manner. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision

**10. Limitations of Liability:** The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to technical, hardware, software, telephone (including wireless devices and/or handsets) or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) late, lost, undeliverable, damaged or stolen mail; or (vi) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible or practical to award another entry for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available

and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, and the rights and obligations of entrant and the Released Parties shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Except where prohibited, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the applicable federal or state court located in New York County, NY; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Nielsen Business Media, Inc.'s Privacy Policy <http://www.nielsenbusinessmedia.com/privacy-policy.html>.

**13. Winner List:** For the winner list, send an email with Subject Line: "Pirate Radio Retro Sweepstakes" Winner List Request," to [community@billboard.com](mailto:community@billboard.com).