

## OFFICIAL RULES

### OFFICIAL RULES OF THE "FLY ME TO NAMM VIDEO CONTEST".

THIS CONTEST IS OPEN ONLY TO NATURAL PERSONS WHO ARE AT LEAST 18 YEARS OF AGE AT THE TIME OF ENTRY. WINNER MUST BE LEGALLY ALLOWED TO TRAVEL WITHIN THE UNITED STATES. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES. CONTEST NAME: "FLY ME TO NAMM VIDEO CONTEST". VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ANY WINNER OF THE GRAND PRIZE WHO IS NOT A LEGAL RESIDENT OF THE 48 CONTIGUOUS UNITED STATES WILL BE AWARDED THE CASH EQUIVALENT IN LEIU OF TRAVEL AND RELATED BENEFITS, AS DESCRIBED BELOW.

DESCRIPTION OF THE VIDEO CONTEST: Contest entrants/ participants will produce one or more videos showcasing their use of any model of Peterson Strobe Tuner, then upload their video(s) to YouTube® using their own account. At the end of the Contest Period, all qualifying videos will be ranked based on a combination of video views and video "likes" as described below. The entrants who submitted the three highest-ranking, qualifying videos will be awarded the Grand Prize, Second Prize, and Third Prize respectively.

VIDEO SUBMISSION PROCESS: Your video submission must be uploaded to YouTube® using your own account. Once a video is uploaded, please visit <http://www.petersontuners.com/flyme2namm> to enter the video URL and other entry details. All videos will be subject to approval and once approved will be featured on the submission page. Videos MUST enter the promotion via this page to be eligible to win.

JUDGING CRITERIA: Winners will be ranked and chosen based on video views and video 'likes'. Winners will be chosen for the three available prizes based on this criteria. YouTube 'likes' will help videos with lower view counts. One YouTube video 'like' is worth as many points as six views. For example, 5,000 views plus 10 likes = 5,060 points. We reserve the right to disqualify any video submission that appears to be artificially inflated due to view/ like generators. Video 'dislikes' will not be considered.

SPONSOR and ADMINISTRATOR: The sponsor and administrator of the contest is Peterson Electro-Musical Products, Inc. and is referred to herein as the "Contest Administrator." The Contest Administrator will conduct the contest substantially as described in these Official Rules. By participating in the contest, each entrant agrees to accept all terms of the Official Rules.

ENTRY PERIOD: The contest begins at 12:00:00 AM CDT on July 1, 2012 and ends at 11:59:59 PM CDT on October 31, 2012.

METHOD OF ENTRY: After uploading your video, enter the contest via Internet by going to the contest registration page located at: [www.petersontuners.com/flyme2namm](http://www.petersontuners.com/flyme2namm), and completing the Fly Me To NAMM registration form. **YOU MUST REGISTER YOUR PRODUCT WARRANTY AT THIS TIME TO BE ELIGIBLE. If you have already registered your product at an earlier time, please have your serial number handy for confirmation.** Entrant will be asked to provide basic contact information, including name, age, email address and/or telephone number as well as the YouTube URL of the video entry. This promotion is in no way sponsored, endorsed or administered by, or associated with YouTube®. Entrants agree that they are providing information to the Contest Administrator and not to YouTube. No third party entry or entry through a contest service is permitted. **By submitting a video entry, the entrant is permitting the Contest Administrator to promote, re-purpose and/or employ the video submission, still shots or sound excerpts of the entry for additional promotional purposes that may be within or outside the contest time period. Video submissions should stay live on the entrant YouTube channel for at least 30 days after the promotion has completed. We reserve the right to contact an entrant for a high-quality version of the video submission at any point in the promotion. All entries become the property of the Contest Administrator and none will be acknowledged or returned.** Any individual who attempts or encourages, directly or indirectly, the entry of false contact information, or uses any device or artifice to enter or encourage, directly or indirectly, false entries, as determined by the Contest Administrator, will be disqualified. If, in the Contest Administrator's opinion, there is any actual or suspected evidence of electronic or non-electronic tampering with any portion of the contest, or if a computer virus, bug, unauthorized intervention, fraud, technical difficulties, or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the contest, and/or the contest is not capable of being conducted as described in these Official Rules, the Contest Administrator shall have the right, at their sole discretion, to disqualify any individual who tampers with the entry process and to void any entries submitted fraudulently, and/or to cancel, terminate, modify or suspend this contest, and conduct a

random drawing to select the prize winners from all non-suspect entries received prior to action taken, or to take such action as is otherwise deemed fair and appropriate by the Contest Administrator. The Contest Administrator reserves the right to prosecute persons associated with any fraudulent entries to the fullest extent of the law.

**ELIGIBILITY:** The Contest is open only to natural persons who are at least 18 years of age at the time of entry. Contest Administrator directors, shareholders, employees, affiliates, subsidiaries, successors, assigns, agents, representatives, and officers, and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest including, without limitation, the immediate family members and/or those persons living in the same household as such individuals, are not eligible to participate. In the event of a dispute as to the identity of an entrant, entry will be considered to have been made by the registered owner of the email account or, if none is provided, the registered holder of the telephone number submitted at the time of entry. With respect to any potential winning entry, the potential winner may be required to provide Contest Administrator with proof that the person is the registered owner of the email account or telephone number provided when the potential winning entry was made. By entering the Contest, entrants agree to comply with and be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Contest.

**VIDEO REQUIREMENTS:** Footage can consist of band or studio coverage but Peterson product must be featured and/or discussed for the majority of the video. Band or studio "plugs" are welcome and encouraged. There is no limit on the length of a video but shorter videos typically get more views. Each video must only feature a single Peterson product. Participants may enter as many videos as they choose. Videos must be submitted via the Peterson portal as described herein to be eligible to win. For promotional purposes, videos must be in English. Participants must own a valid YouTube® account to host their video(s).

For details on how to upload a video to YouTube visit:  
(<http://support.google.com/youtube/bin/answer.py?hl=en&answer=57924>.)

Peterson products being featured must be owned by a participant. Screen shots of products or photo stock images may not be used. Contest Administrator reserves the right to disqualify any submission featuring questionable content at any point during the promotion. Video submissions **MUST NOT** contain nudity, vulgar language, competitor products or off-topic discussion. **Videos must not contain competitor trademarks. Videos must not contain copyrighted music from other artists. Videos should not mention a contest or promotion.**

#### PRIZES:

One (1) Grand Prize consisting of a trip and accommodations for two to the Winter NAMM Show in Anaheim, California on January 24-27, 2013. Any winner who is not a legal resident of the 48 contiguous United States will be awarded a cash equivalent instead of the trip and accommodations, as described below.

One (1) Second Place Prize consisting of one \$200.00 pre-paid Visa® card. All applicable taxes are the responsibility of the prize winner.

One (s) Third Place Prize consisting of one \$100.00 pre-paid Visa® card. All applicable taxes are the responsibility of the prize winner.

#### Details of the Grand Prize:

The Grand Prize includes round-trip, coach class air transportation for two (2) from the major airport nearest Grand Prize Winner's home within the 48 contiguous United States to Los Angeles International Airport (LAX) or John Wayne/ Orange County Airport (SNA); two (2) passes to the Winter NAMM Show; one (1) double occupancy standard hotel room for 3 nights/4 days; and one (1) \$200 prepaid Visa® card which may be used to cover or partially offset various costs of ground transportation between home, airport, hotel, and convention center. All applicable taxes, meals, extra-cost entertainment, snacks, purchases, baggage fees and incidentals are the responsibility of the winner. Selection of airports, airline, travel dates and times, and hotel/motel are solely within Contest Administrator's discretion. Contest Administrator reserves the right to provide ground transportation between the winner's home and the Los Angeles or Anaheim area in lieu of air transportation if the winner resides within two hundred (200) miles from trip destination. All travel is subject to availability and restrictions may apply. Winner and designated travel guest must travel on the same

itinerary. Winner must be at least 18 years of age. A minor may accompany the winner as the designated travel guest only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by the minor's parent or legal guardian. Winner and guest must sign and return travel releases before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Approximate Retail Value of the Grand Prize is: One Thousand Five Hundred Dollars and No Cents (\$1,500.00). The cash equivalent of the Grand Prize, equal to \$1,500.00, may be redeemed instead of the Grand Prize Trip if the Grand Prize Winner is unable to travel. The cash equivalent will be awarded instead of the Grand Prize Trip if the winner is not a resident of the 48 contiguous United States.

There will be only one prize per winner. Lost or stolen prizes in full or in whole will not be replaced. Prizes do not include any other item, cost or expense not specifically described in these Official Rules and all additional expenses, fees, assessments, taxes, obligations and costs, without limitation, are the sole responsibility of winner. Prizes may not be transferred or assigned except to a surviving spouse living in the same household. Only listed prizes will be awarded and no substitutions or alternate redemption will be made other than as described above, except that Contest Administrator reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Prize may not be used in conjunction with any other promotion or offer. Winner agrees to accept the prize "as is," and entrants hereby acknowledge that Contest Administrator has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties (if any) provided exclusively by a prize supplier, that is sent along with the prize. The valuation of the prize(s) stated above is based on available information provided to Contest Administrator and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Winner is solely responsible for reporting and paying any and all applicable taxes. Winner must provide Contest Administrator with a valid taxpayer identification number or social security number before any prize will be awarded. Prizes are not transferable or exchangeable for any other prize.

**SELECTION OF WINNERS:** Winners will be selected on or about Thursday, November 1st, 2012, by representatives of Contest Administrator and the decisions and interpretations on all matters relating to the Contest and these Official Rules are final and binding in all respects. Contest Administrator reserves the right to disqualify any entrant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained winner status using fraudulent means. All potential winners are subject to verification by Contest Administrator. An entrant is not a winner of any prize, even if the Contest should so indicate, unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete. Contest Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Odds of winning a prize depend on the number of eligible entries received. Potential winners will be notified by telephone, email and/or postal mail and must meet all eligibility requirements. Return of a prize or prize notification as undeliverable, or inability of Contest Administrator to contact a potential winner by telephone or email within three business days of selection, may result in disqualification of such potential winner and an alternate winner may be selected as the entrant with the next-highest number of points according to the judging criteria. In the event that two or more entrants both (all) receive the exact number of points according to the judging criteria, a random drawing will be conducted at the Contest Administrator's discretion to rank all entrants who received the exact number of points into successive order. In the event a winner declines a prize, Contest Administrator may, at its discretion, award that prize to the recipient of the next lowest number of points providing that under no circumstances shall any one entrant be eligible to win more than one prize.

**PUBLICITY, PRIVACY & PRIZE NOTIFICATION:** Except where prohibited by law or regulation, by submitting an entry, entrants grant the Released Parties (defined below) perpetual, worldwide, royalty-free licenses to use their name, character, photograph, submitted videos, voice, and likeness, in connection with the promotion of Contest Administrator's products, company, and future promotions in any form, and entrants waive any and all claims and/or rights to receive any royalties or other compensation for the Released Parties' (defined below) use thereof. Entry into this Contest may require entrants to enter their email address and certain other personal information. Entrants are informed that the personal data collection in connection with this Contest will be collected by Contest Administrator's servers and computer systems, which are based in the United States and such collection will therefore be subject to applicable United States laws. Entrants may withdraw their personal data upon request; however, they will be disqualified as entrants in this Contest if they withdraw their personal data prior to the determination of all winners and fulfillment of all prizes. Entrants agree that the Contest Administrator may disclose to third parties all personal information obtained from entrants and use such information for marketing and other purposes.

Potential winners may be required to consent to a background check and complete, sign, notarize and return an affidavit of eligibility/liability release and a publicity release, which must be returned, properly executed, within five (5) days of issuance of prize notification. If these documents are not returned properly executed, or are returned to Contest Administrator as undeliverable, or if any given prize winner does not otherwise comply with the Official Rules, the prize may be forfeited and may be awarded to an alternate winner.

**GENERAL CONDITIONS/ RELEASE:** The Contest is void where prohibited by law and is governed by the laws of the United States of America. The submission of an entry is solely the responsibility of the entrant. Only eligible entries actually received during the specified Contest Entry Period will be eligible to win any prize. Any automated receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Contest Administrator of an entry for purposes of these Official Rules. By participating, entrants (a) release Contest Administrator, YouTube®, and any associated parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees ("Released Parties"), from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by participation in the Contest, including the unauthorized or illegal access to personally identifiable or sensitive information or acceptance, possession, use, misuse, or nonuse of the prize that may be awarded; and (b) acknowledge that 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 a prize including, without limitation, the prize quality or availability. Neither Contest Administrator nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Contest. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, Contest Administrator RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.** Contest Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Contest Administrator corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Contest, Contest Administrator reserves the right at their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Contest. In the event of any cancellation, termination or suspension, the determination of the winners will be made from among all eligible, non-suspect entries received as of the date of the termination, cancellation or suspension, as Contest Administrator determines in their sole discretion. Entries not complying with all rules are subject to disqualification.

**DISPUTES:** Except with respect to the protection and enforcement of the intellectual property rights of the Released Parties and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Contest shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Chicago, Illinois and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this section, shall be filed and adjudicated in a state or federal court in Cook County, Illinois, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non-conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Entrants and guests agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than out-of-

pocket expenses. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL ENTRANTS. 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 Contest Entities in connection with the Contest shall be governed by and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

**OFFICIAL RULES:** For a printed copy of the Official Rules, mail a self-addressed stamped envelope by first class mail to Peterson Electro-Musical Products, Inc., 11601 South Mayfield Avenue, Alsip, IL 60803. Contest entrants are hereby authorized to copy these official rules on the condition that the copy will be for their personal use only and not for any commercial purpose whatsoever.

**WINNERS LIST:** A winners list is available only within sixty (60) days after the close of the Contest and will be published on the homepage at the URL: [www.PetersonTuners.com](http://www.PetersonTuners.com) .

**MISCELLANEOUS:** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or Contest Administrator, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or Contest Administrator or the manufacturer or distributor of such product or service and, except as otherwise indicated no association or endorsement is intended or should be inferred.

Administrator: Peterson Electro-Musical Products, Inc. 11601 S. Mayfield Avenue, Alsip, IL 60803 USA.  
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