

OFFICIAL RULES  
DJ Mixer – Hennessy Artistry Contest

1. **NO PURCHASE NECESSARY OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS CONTEST. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING.** Only open and offered to legal residents of the Forty Eight (48) Continental United States who are at least 21 years of age or older at time of entry. Void in Puerto Rico, Guam and the U.S. Virgin Islands and where prohibited by law.

**WINNER MUST BE AVAILABLE TO TRAVEL OCTOBER 14<sup>TH</sup>, 2010 – OCTOBER 16<sup>TH</sup>, 2010. IF YOU ARE NOT AVAILABLE TO TRAVEL OCTOBER 14<sup>TH</sup>, 2010 – OCTOBER 16<sup>TH</sup>, 2010, DO NOT ENTER THE CONTEST.**  
**INTERNET ACCESS, WEB CAMERA, DIGITAL CAMERA OR OTHER ELECTRONIC DEVICE WITH VIDEO RECORDING CAPABILITIES AND VALID EMAIL ADDRESS REQUIRED.**  
**ALL ENTRIES FROM TENNESSEE RESIDENTS MUST BE ON AN OFFICIAL ENTRY FORM AND MAILED IN.**

Moet Hennessy USA, Inc. on behalf of Hennessy Cognac (“Sponsor”), Musicsoft Arts LLC (“Contest Organizer”), their respective parent companies or any of their affiliated or subsidiary companies, its advertising and promotional agencies, and their employees and immediate families or household members are not eligible to participate. Licensed alcohol beverage wholesalers and retailers, their employees and immediate families or household members are also not eligible to participate. Contest is subject to all applicable federal, state and local laws and regulations. By participating in this Contest, entrants agree to these Official Rules available at <http://djmixer.fm/contest/>

2. **Contest Period:** Contest begins at 12:00:01 a.m. Eastern Time (ET) on August 17<sup>th</sup>, 2010 and ends at 11:59:59 p.m. ET on September 14<sup>th</sup>, 2010 (the “Contest Period”). Contest Organizer’s computer is the official time keeping device for this Promotion.
3. **To Enter:** There are two ways to enter. (1) By Internet: During the Contest Period, visit <http://djmixer.fm/contest/> (the “Web site”) and follow the online instructions for completing and submitting an entry. Entrants are required to complete the following information: full name, complete mailing address, email address, phone, and age. Entries via Internet must be received and recorded by Contest Organizer’s computer during the Contest Period. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of entry. The “authorized account holder” is the natural person who is assigned to the email address by an Internet access provider, online serve provider or other organization that is responsible by assigning email

address or the domain associated with the submitted email address. Multiple participants are not permitted to share the same email address. For purposes of these Official Rules, "receipt" of an online entry occurs when the <http://djmixer.fm> servers record the entry information upon clicking the Complete Registration button. Any automated computer receipt (such as one confirming delivery of the e-mail) does not constitute proof of actual receipt by Contest Organizer of an online entry for purposes of these Official Rules. 2) By Mail: If you are Tennessee resident, during the Contest Period you may enter via mail by handwriting your complete mailing address, email address, phone and age on a piece of paper along with a CD or a DVD of your video, (with sufficient postage), and mailing to: Musicsoft Arts, DJ Mixer Contest Entry, 141 W 81 ST #2, New York, NY 10024. All mail in entries must be postmarked by September 12<sup>th</sup>, 2010 and received by September 14<sup>th</sup>, 2010 to be eligible. Entries that are incomplete or non-compliant with these Official Rules will be void. Automated, robotic, photocopied or mechanically reproduced entries are not permitted and will be void. Use of any device to automate entry is prohibited. Proof of sending will not be deemed to be proof of receipt by Contest Organizer; responsibility for receipt of entry rests solely with the entrant. All entries become the property of the Contest Organizer and will neither be returned nor acknowledged. Limit of one entry per person/e-mail address or mobile number regardless of method of entry. Duplicate entries for a single individual will be disregarded.

4. The video clip submitted must be original and must not include any copyrighted materials or songs that are not available as free downloadable songs in the DJ Mixer App by Musicsoft Arts. The video clip may not include sound effects that are not included in the DJ Mixer App effects library. The video clip must be recorded by entrant or by a person authorized to record the video by entrant. The video clip must contain a video and an audio recording of entrant interactively mixing music with DJ Mixer on an iPad, iPhone or iPod Touch device. Video may not include any other audiovisual content.

5. Video Specifications: Video can be in color or black and white with a length of up to 60 seconds.

Use of Videos, Entries and Names: By submitting an entry and Video, contestant: (a) grants a license to Sponsor and its agents to possibly post the Video (or any part thereof) and/or use contestant's first name/last initial and user name on the web site, [www.djmixer.fm](http://www.djmixer.fm) or any other web site related to the Contest, at any time or times, as is consistent with the Official Rules, and contestant shall not have any right of notice, review or approval of any such use of the Video and/or contestant's name; as well as releases Sponsor, and Contest Organizer any liability in conjunction with such possible posting of Video and/or contestant's name; (b) acknowledges and agrees that the Video (or any part thereof) and/or contestant's name may be used in whole or in part, alone or in combination with other works, and that the Video may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by Sponsor; and warrants and represents that contestant has

received all rights, releases and permissions which may be necessary from the Videographer of the Video to grant this license for the use of the Video as stated (assuming that the contestant him/herself is not the Videographer) as well as from the additional people appearing in the video (if applicable). POSTED VIDEOS REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT WHO CREATED THE VIDEO AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR OR ADMINISTRATOR IN ANY MANNER. SPONSOR AND ADMINISTRATOR ARE ACTING AS PASSIVE CONDUITS FOR THE POSTING OF VIDEOS AND HAVE NO OBLIGATION AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY IN CONJUNCTION WITH SCREENING, MONITORING OR REVIEWING THE CONTENT OF VIDEOS.

By entering, each contestant represents and warrants that:

- (i) contestant's Video includes the contestant him/herself mixing;
- (ii) the Video is the sole, exclusive, and original creation of contestant and has not been copied in whole or in part from any other work (subject to the exceptions indicated above); and,
- (iii) does not violate or infringe any copyright, trademark/trade name, logo, or intellectual property right, other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light: or libel, slander or defame any person), or entity that are not available as free downloadable songs in the DJ Mixer App by Musicsoft Arts; and,
- (iv) is the sole and exclusive property of contestant (subject to the exceptions indicated above); and,
- (v) has not been published on-line or elsewhere, or submitted to any other competition.

Neither Sponsor nor Administrator will respond to any questions about an entry or the Contest. Once an entry is submitted, it cannot be changed, altered or modified.

6. **Drawing:** All entries will be pre-screened for compliance with the Official Rules. Such pre-screening is a non-binding, preliminary assessment of the eligibility of an entry and its compliance with the Official Rules. Accepted entries initially will be judged by Contest Organizer on the basis of the following criteria: (a) Best song mixing skills, (b) Best Sound Effects use, (c) Most Creative use of app features, and (d) Best Playlist. Accepted entries will also be posted to Contest Organizer's website or any other website related to this contest, to be viewed by members of the general public; the placement of accepted entries on the Website will be at Contest Organizer's sole discretion. Based on above criteria, Contest Organizer's will select one entry that will win the Grand Prize, on or about October 1<sup>st</sup>, 2010 from all eligible entries received by Contest Organizer whose decisions are final and binding in all matters relating to this Contest. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Contest Organizer reserves right to substitute a prize or any portion of a prize with a prize of equal or greater value if a prize cannot be awarded for any reason.

7. **Prize/Odds: Grand Prize (1):** A trip for two (2) persons (Prize winner and a companion) to New York, New York and access to attend the Hennessy Artistry Hab event scheduled for October 14<sup>th</sup>, 2010. Actual date is subject to change at any time. Trip consists of round trip coach air transportation from major airport located in the continental United States nearest prize winner's place of residence to La Guardia or John F. Kennedy Airport, ground transportation to and from airport, hotel accommodations (double occupancy) for two (2) nights. If the prize winner's primary residence is within 100 miles of the event location, the Contest Organizer reserves the right to substitute air transportation with a car service or other ground transportation to the location. Prize winner and companion must travel under the same itinerary and both must be 21 years of age or older. The winner will also be awarded \$500 (in the form of a check) as spending money. All additional expenses associated with the Grand Prize including but not limited to incidentals, meals, federal, state and local sales or other taxes and surcharges are the responsibility of the Grand Prize winner, unless otherwise set forth in the Official Rules. Reservations and airline tickets are non-refundable for cash or credit, non-transferable and non-changeable once issued. If lost, tickets will not be replaced. Approximate Retail Value (ARV) is \$ 2,500. Odds of winning depend on the total number of eligible entries received. The difference between any stated value and actual value will not be awarded to the winner. If winner cannot accept a prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Upon prize forfeiture, no compensation will be given. An IRS Form 1099 for the fair market value of the Grand Prize will be filed and a copy provided to the Grand Prize winner. All applicable federal, state, local and other taxes and fees associated with the prize and expenses not stated related to acceptance and use of the prize is solely the responsibility of winner. Trip must be taken October 14<sup>th</sup>, 2010 – October 16<sup>th</sup>, 2010. Confirmation will be given on a space-available basis only. Once a reservation has been confirmed, no changes are permitted. Reservations and airline tickets are non-refundable for cash or credit, non-transferable and non-changeable once issued. If lost, they will not be replaced.
8. **Conditions of Participation:** Participants, agree (a) that Sponsor, Contest Organizer and all of their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies, and the judges, and all of their respective officers, directors, employees, representatives and agents (individually and collectively "Releasees") will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Contest or any Contest related activities, including any travel related thereto and (b) except where legally prohibited, winner grants (and agrees to confirm that grant in writing) permission for Sponsor and Contest Organizer, and those acting under their authority, to use his/her name, photograph, voice and/or likeness, biographical information and prize information, at any time or times, for advertising, trade and promotional purposes without further compensation, in all

media now known or hereafter discovered, world wide, and on the World Wide Web, without notice or review or approval. Winner will be required to complete, sign and return an Affidavit of Eligibility and Liability Release and where lawful, a Publicity Release within seven (7) days of receipt of these documents. If documents are not returned timely, or if documents or any prize are returned as non-deliverable or a winner is ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and awarded to alternate winner. The personal information that entrants provide when entering the Contest is subject to the Sponsor's Privacy Policy on the above stated Web site. To read that Policy, access the Web site and then access the Privacy Policy. Taxes, any duties and the like, on prize are solely winner's responsibility. Prize Winner's travel companion must sign and return a liability/publicity release form prior to travel. Except where prohibited by law, acceptance of prize constitutes winner's consent for Sponsor to use an entrant's name, city and state of residence, voice, signature, statements, photograph and/or likeness for advertising and/or publicity purposes without any additional compensation or consideration. Entrants expressly agree to waive any and all rights to publicity that they have or may have arising out of or relating to the Contest.

9. **LIMITATIONS OF LIABILITY:** Releasees are not responsible for incorrect, inaccurate or incomplete entry of information, lost, late, delayed, misdirected, incomplete, non-delivered, postage due, illegible defective, or unintelligible entries, mail or email, lost in cyberspace or mobile systems due to any reason; or for interrupted or unavailable mobile, satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed mobile, computer, satellite or cable transmissions, or lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Contest, as solely determined by the Contest Organizer, will be disqualified. Entries generated by a robotic, programmed, script, macro or other automated means will be disqualified. Releasees are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Web site. Should any portion of Contest be, in Contest Organizer's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Contest Organizer, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Contest Organizer reserves the right at its sole discretion to suspend, modify, or terminate the Contest, and select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Contest Organizer. Releasees are not responsible for any incorrect or inaccurate information, whether caused by Web site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or

destruction, or unauthorized use to this Web site. Contest Organizer or Sponsor is not responsible for printing errors in these Official Rules or any promotion materials. **IN NO EVENT WILL RELEASEES, 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 WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM HTTP://DJMIXER.FM OR ANY OTHER WEB SITE ASSOCIATED WITH THIS CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW 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.**

10. **Winner's Name:** For the winner's name, send a SASE to: Musicsoft Arts, DJ Mixer Contest Winner's Name, 141 W 81 ST #2, New York NY 10024. Requests must be received by November 1<sup>st</sup> , 2010. VT residents may omit postage.
11. **Sponsor:** Moet Hennessy USA, Inc, New York, New York. Contest Organizer: Musicsoft Arts, New York, New York.