

This is an agreement between Citizenscreate, Inc., a Kentucky Non Profit Corporation (Sponsor), and \_\_\_\_\_ (Entrant).

By submitting an entry, the entrant warrants that: (i) he/she/the band is the sole and exclusive owner of all rights to the song submitted as part of the entry process; (ii) he/she/the band is performing the song; (iii) the song will not violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other person or property right of any person or entity and will not constitute a libel or defamation of any third party; and (iv) the song is an original recording by the individual/the band and has not been previously submitted in any other contest or competitions or to any media. Any submissions that do not comply with these terms will be disqualified.

By submitting a song, entrant and, if applicable, each individual band member appearing in the entry materials agree to grant Sponsor and its affiliates, a worldwide, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable right and license to use the song for any advertising, promotional or commercial purposes, including without limitation the right to publicly display, perform, reproduce and distribute the song in any media format or medium and through any media channels. Entrant and each individual band member appearing in the entry materials also grants to Sponsor, and its affiliates, the non-exclusive, worldwide, royalty-free right to play the song on its web sites and to make available entrant's name and song music submission on citizenscreate.org, Facebook.com, Myspace.com, and any other web sites without compensation. Except where legally prohibited, submission of an entry into this Contest constitutes permission for Sponsor to use the entrant's (including each individual band member) name, photograph, likeness, voice, address (city and state) and testimonials in printed, broadcast media or new media, without further compensation in connection with this project.

All entries will be judged by qualified judges from Sponsor based on the following criteria: originality, talent, overall sound, themes, lyrics and musicianship. Artist will be named at a later date. The decisions of the judging panel are final and binding on all matters relating to the Project.

By participating, entrants agree that Sponsor and those involved in the development, production, implementation and distribution of this project and their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion shall not be liable for any and all claims, damages, losses or injuries, including any third-party claims, arising from or relating to, in whole or in part, this Project, including entry and participation in this Project. **ALL ENTRANTS FURTHER AGREE THAT IN THE EVENT OF ANY THIRD-PARTY CLAIMS, DAMAGES, LOSSES OR INJURIES, ARISING FROM OR RELATING TO THIS CONTEST, THEY WILL INDEMNIFY SPONSOR FROM ANY AND ALL SUCH CLAIMS, INCLUDING THE ATTORNEYS' FEES RELATED THERETO. SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY TECHNICAL MALFUNCTIONS OF NETWORK CONNECTIONS THAT ARE HUMAN, MECHANICAL OR TECHNICAL IN NATURE, OR ANY COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO ENTRANT'S OR ANY OTHER PERSON'S COMPUTER. ANY PERSON ATTEMPTING TO DEFRAUD OR IN ANY WAY TAMPER WITH THIS PROJECT WILL BE INELIGIBLE FOR PARTICIPATION AND MAY BE PROSECUTED TO THE FULL EXTENT OF THE LAW.**

Agreed, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, in Lexington, Kentucky.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sponsor

Entrant (s)