

FIGMENT.CC “CONCERT POSTER” CONTEST 2009 - 2010

Create an account at Figment.cc and create a band. If you already have an account and have created bands and/or a tour or music festival you may use them to create an original concert poster that you will enter in this contest. Three (3) finalists will be chosen by Figment.cc and the ultimate winner will be selected by professional concert poster designer Lonny Unitus. Contest ends Friday, January 29, 2010. The winner and two runners up will be announced on Friday, February 5, 2010.

INSTRUCTIONS

- 1) Create an account or log in to this site if you already have an account. You must be a registered Figment user to enter this contest.
- 2) Create a fake band or use an existing band that you have created.
- 3) Create a tour for your fake band using the “Create A Band” link on your dashboard page. Create an original concert poster for that tour page. All poster art must be designed by you and cannot be taken from a real concert poster. You must have permission to use any artwork that you did not create. If you do not have permission you will be disqualified. All tour pages must contain an original concert poster or the entry will be disqualified.
- 4) Post a comment on the Figment News blog article concerning the contest that includes your Figment user name and the name of the tour. We will only judge those concert posters that post a comment to the blog, so make sure you post a comment that includes that information.

OFFICIAL RULES

THIS IS A CONTEST OF SKILL. NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE. A purchase will not increase your chances of winning. The initial entry period for The Figment.cc “Concert Poster” Contest (the "Contest"), sponsored by Figment Media, LLC (the "Sponsor"), begins December 9, 2009, at 12:01 p.m. (Eastern Time) and ends January 29, 2010 at 11:59:59 p.m. (Eastern Time) (the "Entry Period"). All entries must be posted by no later than 11:59:59 pm (ET) on January 19, 2010 in order to be considered. Sponsor's computer is the official time keeping device for the Contest. Void where prohibited.

1. ELIGIBILITY:

The Contest is open to individuals who are over the age of fourteen (14 on the date of entry). Sponsor nor Sponsor Affiliates (as defined below) are eligible to participate in the Contest and/or win the Prize (as defined below). Additionally, relatives of such employees and persons living in the same household as such employees (whether related or not) are not eligible to win. For the purposes of this Contest, "relatives" is defined as spouse, domestic partner, parent, in-laws, grandparent, brother, sister, children and grandchildren.

2. HOW TO ENTER:

The only way to enter the Contest is via the internet. To enter via the internet, log on to <http://news.figment.cc>, find the information that refers to the Contest, and follow the contest rules to register. See rule instructions above.

If you are under the age of 18 years and you are selected as the Contest winner, Sponsor will attempt to obtain permission from your parent or adult legal guardian for you to accept the Contest prize and participate in prize-related activities. If your parent/guardian refuses such permission, your entry will be disqualified and you will forfeit the Contest prize;

If a dispute arises regarding who submitted an on-line entry, the entry will be deemed submitted by the holder of the e-mail accounts submitted with the entry (of the entrant) as determined by Sponsor.

By entering this Contest, you are representing and warranting that you have the legal right and authority to grant to Sponsor all of the rights described in these Official Rules. Also, by entering, you hereby agree that these Official Rules are hereby incorporated by reference into Sponsor's main Terms and Conditions set forth on the Figment.cc website. You will be bound by the provisions of both these Official Rules and the Terms and Conditions. Please see the Terms and Conditions on the homepage for further details.

3. SELECTION OF CONTEST WINNER:

Judging of the Contest entries commences at 12:01 a.m. ET on January 29, 2010 and ends on February 3, 2010 at 8:00 a.m. ET ("Initial Judging Period"). During the Initial Judging Period, a panel of judges, composed of Figment.cc employees or designees, selected by Sponsor in its sole discretion (the "Initial Judging Panel"), will choose the Top 10 entries. Sponsor shall have the right to cancel the Contest in the event it determines in its sole discretion that there are not twenty five (25) Finalists which are adequate for Panel review. The Panel's comments (written or otherwise) will not be publicly distributed or made available to any individual. The ten finalists selected by the Initial Judging Panel will then be sent to the final judge, professional concert poster designer Lonny Unitus, who will select one (1) Winner and two (2) runners up. Final judging of entries for the Contest commences at 8:01 a.m. ET on February 3, 2010 and ends on February 5, 2010 at 8:00 a.m. ET ("Final Judging Period").

The potential winner will be notified via e-mail on or about February 5, 2010 that he or she, subject to verification, is the winner of the Prize (defined below). The winner must supply a physical street address (P.O. Box is not acceptable) in order to take receipt of the prizes. If the potential winner, within five (5) days of Sponsor's first attempt to reach him/her: (i) cannot be reached, (ii) fails to respond to Prize notification, (iii) fails to return a completed affidavit of eligibility, liability/publicity release, or other documents(s) as required by Sponsor, (iv) declines the Prize, (v) has his/her Prize notification returned to Sponsor as undeliverable, (vi) fails to provide Sponsor with a copy of his/her valid government issued photo identification or social security number, or (vii) is found to be ineligible, an alternate winner may be selected at Sponsor's sole discretion. In the event that any winner (or, if the winner is a minor, that minor's parent or adult legal guardian) fails to return a completed affidavit of eligibility, liability/publicity release or other documents(s) as required by Sponsor within five (5) days of Sponsor's initial attempt to notify potential winner, Sponsor reserves the right to select an

alternate winner. Sponsor reserves the right to modify the notification and affidavit/release procedures in connection with the selection of an alternate winner, if any.

4. WINNER/RUNNERS UP PRIZE:

The Winner shall receive the following prize (the "Prize"):

One (1) copy of an original poster designed by Lonny Unitus based on the Figment band/tour submitted as an entry by the winner, and 2,000 pieces of lucre.

The Two (2) Runners Up shall receive the following prize (the "Runners Up Prize"):

The Second (2nd) runner up will receive One (1) Figment t-shirt and 1,000 pieces of Lucre.

The Third (3rd) runner up will receive One (1) Figment t-shirt and 500 pieces of Lucre.

In the event that Winner is under the age of eighteen (18) at the time they are notified, the minor individual's parent or adult legal guardian must: (i) sign an affidavit of eligibility, liability and publicity release on behalf of that minor individual, and any other documents as requested by Sponsor, within five (5) days of notification in order to receive the Prize, and (ii) assume all responsibilities of the Winner.

Decisions made by Sponsor are final in all matters, including interpretation of these Official Rules and awarding of the Prize, and cannot be appealed. No substitutions of the Prize are offered, except that Sponsor and the Sponsor Affiliates reserve the right in their sole discretion to substitute the Prize or any portion of the Prize for a prize of equal or greater value. No transfer of the Prize to a third party is permitted and the cash value of the Prize will not be awarded in lieu of the Prize where it applies, except in Sponsor's sole discretion. Any applicable state, federal and local taxes, including, without limitation, excise tax (including sales tax), and other expenses not specifically set forth herein are the sole responsibility of the Winner. The value of the Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof and that determination is final and binding and cannot be appealed.

5. LIMITATION ON LIABILITY/DISCLAIMER:

All entries must be completed in full in order to be eligible. Any attempted form of entry other than as described herein is void. Entries generated by a script, macro or other automated means will be disqualified. No mechanical reproductions, alterations, or forged entries allowed. Incomplete, illegible, and corrupted entries are void. Sponsor reserves the right, at its sole discretion, to disqualify any individual, and his/her entry, who tampers with the entry process.

Any person who supplies false information, enters by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain the Prize will forfeit the Prize won and may be prosecuted to the fullest extent of the law. All federal, state and local laws and regulations apply. You further agree to not knowingly: damage or cause interruption of

the Contest; prevent others from using the Contest; or obtain or modify another user's account information without their consent. You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to the website or deactivate your membership account if we determine that you have violated these Official Rules or our Terms and Conditions.

CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST VIOLATES CRIMINAL AND/OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY CONTEST ENTRANT MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor and employees of Sponsor, and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, franchisees, licensees, distributors, advertising, promotion and public relations agencies and their respective officers, directors, employees, agents, independent contractors, representatives and agencies (collectively, the "Sponsor Affiliates") are not responsible for lost, late, incomplete, destroyed, forged, damaged, tampered with, mass machine generated, unintelligible, incomprehensible, misdirected entries, otherwise not in compliance with these Official Rules or mail related to or resulting from participation in the Contest. Sponsor and Sponsor Affiliates are not responsible for Contest-related human errors or for typographical errors in any Contest-related materials. Sponsor and Sponsor Affiliates are also not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections or failed, incomplete, garbled or delayed software transmissions which may limit an entrant's ability to participate in the Contest or damage to user's system as a result of participation in the Contest or downloading any information necessary to participate in the Contest. Sponsor reserves the right in its sole discretion to cancel or modify the Contest if the Contest is not capable of running as planned, including, without limitation, any computer virus, malfunction, tampering, unauthorized intervention, fraud, technical failure or other cause beyond its control which corrupts, threatens or adversely affects the administration, security, fairness, integrity or proper operation of the Contest.

As a condition of entry, you agree to be bound by these Official Rules and the decisions of Sponsor. Except where prohibited by law, by entering this Contest, you consent to (i) the use of your name, voice, picture, likeness and biographical data and/or any other information contained in your entry in advertising, promotional and marketing materials by Sponsor and the Sponsor Affiliates worldwide in all media now known or hereafter discovered (including Sponsor's and Sponsor Affiliates' web sites) without additional compensation, notice, approval or review and (ii) the modification, editing, adaptation, electronic alteration, use, assignment and/or disposal of on-line entries however it sees fit and for any purpose without any notice or compensation to you or any third parties. By entering this Contest, you agree to waive any right to claim ambiguity with the Official Rules. You acknowledge that if you are chosen as a winner, certain of your personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a Winners' List.

ALL PRIZE CLAIMS AND DOCUMENTS PROVIDED BY WINNER AND ANY PARENT OR ADULT LEGAL GUARDIAN OF WINNER MUST BE VERIFIED BY SPONSOR. THE WINNER, BY ACCEPTANCE OF THE PRIZE, AGREES TO RELEASE SPONSOR AND THE SPONSOR AFFILIATES FROM AND ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, DEMANDS, LOSSES, DAMAGES OR ACTIONS OF ANY KIND

WHATSOEVER, FOR INJURIES, DEATH, DISABILITY, ATTORNEYS' FEES, COSTS OF LITIGATION AND SETTLEMENT AS WELL AS DAMAGES OR LOSSES TO PERSONS AND PROPERTY THAT MAY BE SUSTAINED IN CONNECTION WITH OR WHICH ARISE OUT OF, DIRECTLY OR INDIRECTLY, THE RECEIPT, OWNERSHIP, REDEMPTION, USE OR MISUES, LOSS OR MISDIRECTION OF THE PRIZE OR WHILE TRAVELING TO AND/OR FROM A LOCATION TO REDEEM, OBTAIN OR USE THE PRIZE OR ANY PORTION OF THE PRIZE AND, UNLESS OTHERWISE PROHIBITED, WAVIES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES.

YOU AGREE TO INDEMNIFY AND HOLD SPONSOR AND SPONSOR'S AFFILIATES, HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY INFORMATION OR CONTENT YOU POST TO THE SITE OR ANY INTERFERENCE WITH THE OPERATION OF THE SITE.

Neither Sponsor nor the Sponsor Affiliates make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any Prize including, without limitation, quality, merchantability, or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

Sponsor and Sponsor Affiliates shall not be liable to winner or any other person for failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's sole control. Sponsor and Sponsor Affiliates shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor and Sponsor Affiliates shall not be liable for any loss or damage to baggage.

6. GOVERNING LAW:

These Official Rules shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts or choice of laws rules (whether of New York or any other jurisdiction). The invalidity or unenforceability of any provisions of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is found to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The website and its components, including all trademarks,

trade names and logos, are the property of the Sponsor and/or its licensors, which reserves all rights to such property (see Terms and Conditions for more detail).

7. WINNERS' LIST:

A Winners' List can be viewed at <http://news.figment.cc> commencing February 5, 2010.

8. OFFICIAL RULES:

For a more information on the contest and its rules, go to <http://news.figment.cc/2009/12/09/figment-concert-poster-contest/>.