

OFFICIAL RULES

Ludacris & Monster Presents: Theater of the Mind Video Contest

This Contest is void in every national, state, local, or other jurisdiction in which it is prohibited, regulated, or restricted by any law, statute, regulation, or other appropriate authority. Monster, LLC, its affiliates, subsidiaries, officers, employees, and subcontractors (hereafter "Monster") do not warrant that this Contest may be entered legally in any particular jurisdiction.

Eligibility: Contest is open to any legal resident, eighteen (18) years of age or older of the United States ("Entrant"). Void elsewhere and in Puerto Rico, U.S. Virgin Islands, and U.S. military installations located in a foreign country. Monster's employees, consultants, distributors, representatives, dealers and the immediate families or household members of each are not eligible to participate. Any judges or other parties and/or entities involved in any aspect with the creation, production, operation, execution and fulfillment of the Contest and the immediate family members and household members of such individuals are not eligible to participate in the Contest. No groups, clubs or organizations can participate in the Contest or submit entries on behalf of the group, club or organization.

Contest begins at 12:00:01 a.m. December 17, 2008, (U.S. Pacific Standard Time) and ends 9:00:00 a.m. December 30, 2008 (U.S. Pacific Standard Time) ("Contest Period").

To Enter: Participants need to log onto the Contest website at www.monstermusic.com/ludacontest, and complete the registration form. Upon completion of the registration form, the Participant will be issued a Participant Entry Number. Participant must reference the Participant Entry Number with his/her video submission to Monster. Submissions can be made one of two ways: (1) post the video to Participant's YouTube account and email Monster at rich@monstermusic.com with the YouTube account access information in order for Monster to view the video; or (2) mail in a DVD to Monster at Monster Cable Products, Inc., Ludacris Video Contest, 455 Valley Drive, Brisbane, CA 94005 Attention: Rich Thomas. Monster will then post your entry on YouTube. **IMPORTANT: All video submissions by mail must be of a resolution that is no less than 720p, 1080i, or greater. Participant that submits via YouTube must possess the video in a resolution that is no less than 720p, 1080i, or greater.** Entries sent by any other means than indicated herein will be null and void and will not be considered. Participants may not edit, alter, or modify the videos on its YouTube account, once Participant has emailed its account access to Monster. One video entry per person. Participation privileges, when video content is deemed inappropriate, may be revoked. Videos or access to videos submitted during the Contest Period will be automatically submitted for judging for the Prize and Monthly Runner-up Prizes. Grand Prize and Runner-up Grand Prizes. All videos submitted become property of Monster.

Monster's Rights to Entries: All entries remain the intellectual property of the Participant who shall remain the owner of the original videos. By submitting an entry, a

Participant irrevocably agrees to grant, and actually grants Monster an exclusive, perpetual, unlimited, transferable, assignable, sublicensable, royalty-free right and license to reproduce, modify, translate, adapt, display, publish, and otherwise use and commercialize the entry in any manner and context, now known or in the future discovered, in any way, in any and all media, without limitation and without any compensation to Participant. Participant hereby agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Monster or its affiliates, or any other person, on the grounds that any use of the entry, or any derivative works infringe any of Participant's rights as creator of the entry, including, without limitation, trademark rights, copyrights, and moral rights or "droit moral." Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and Monster. In no way is Participant to be construed as the agent or to be acting as the agent of Monster in any respect.

Judging:

The judges for this Contest will be Noel Lee, The Head Monster and Ludacris. The judges will review eligible videos submitted by participants using the criteria set forth below and determine the winners. In the event that Monster receives few or no entries that meet the criteria, the judges have the option of selecting fewer winners than allotted. The judges' decisions will be final.

Criteria:

Using the following objective criteria (each having equal weight) along with their own knowledge of the music video industry, the judges will award the Contest prizes.

Song Integration – Do the video and the song go well together? Do they “synch”?

Popularity – Number of hits to your video on YouTube.com

Creativity/Originality - Does the Participant show some creative thought or original idea in the making of this video?

Production Quality – Does the video look and feel professional?

Prizes:

Monster reserves the right to substitute prize of equal or greater value. No cash substitutions for prizes will be permitted, and prizes are nonrefundable and nontransferable except at sole discretion of Monster.

The winner of a particular prize is solely responsible for any and all income, sales, excise, use and customs taxes, duties, or other such expenses. Monster shall not be responsible for any such expenses. Monster shall have the right to withhold any amounts required for

the payment of applicable taxes. Potential Winners may wish to seek counsel regarding tax liabilities associated with prizes. Potential Winners will be required to provide Monster with their legal names, address, phone number and social security number prior to receiving their prizes. See Prize Documents below for more details.

Grand Prize: One (1) grand prize winner will receive one (1) Monster THX 5.1 Surround Sound System (Actual Retail Value: US\$5,000.00).

Runner-up Prizes:

Up to three (3) first runner up winners will each receive one (1) personalized, signed copy of the Monster Music Theater of the Minds DVD/Blu-ray (Approximate Retail Value: US\$24.95). Monster will also re-master and distribute the first runner up's winning video submission with personal endorsements by the Judges.

Up to six (6) second runner up winners will each receive one (1) personalized, signed copy of the Monster Music Theater of the Minds DVD/Blu-ray (Approximate Retail Value: US\$24.95).

Potential Winner Notification: On or about January 5, 2009, Monster will select the potential Contest winners. All potential Contest winners will be notified by email and/or phone at the email address/phone number provided with entry. Actual means of notification to be determined by Monster at its sole discretion. Each potential Contest winner must complete and return a signed Affidavit of 'Eligibility and Liability Release' as well as any other documents related to prize acceptance that Monster may reasonably require or be obligated to obtain, e.g., tax declarations ("Prize Documents") for verification by the due date specified by Monster in the Prize Documents, which due date shall be no greater than five (5) days from date of issuance. Potential Contest winners will automatically forfeit all right, claim and interest in or to a Prize, and Monster shall have no liability or responsibility to award any prize in connection therewith if: (a) any required Prize Documents are not fully executed and received by Monster at the designated address by the due date specified in Prize Documents; or (b) if any email addressed to participant is returned to Monster as undeliverable or if potential Contest winner cannot be contacted for any reason; or (c) potential Contest winner is deemed ineligible or otherwise non-compliant with any aspect of these Official Rules. In the event of forfeiture, no prize will be awarded and Monster will select an alternate winner. Unclaimed Contest prizes as of January 26, 2009 will not be awarded, notwithstanding any other provision in these Official Rules. Any portion of a Contest prize not accepted by a Contest winner will be forfeited. No substitution or transfer of Contest prize permitted.

Limitations of Liability: By entering this Contest, each participant warrants that he has read and agrees to abide by all Contest Rules and that he is not prohibited from participating in this Contest by any applicable law, statute, regulation, or other appropriate authority. No responsibility or liability is assumed by Monster for technical problems or technical malfunction arising in connection with any of the following

occurrences which may affect the operation of www.YouTube.com and www.monstermusic.com (collectively, "Web Site"): hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention of the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Contest, or loss, miscount, misdirection, inaccessibility or unavailability of an YouTube Account used in connection with the Contest. Monster is not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site, including without limitation, the number of entries received, or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, or use of or download of any information from the Web Site Use of Web Site is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES; CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS OR RESTRICTIONS. Monster makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Winner bears all risk of loss or damage to prize after delivery. All winners, on behalf of themselves, their executors, heirs and assigns, by acceptance of a prize, agree to release Monster and its Judges from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, or any activity in connection with the Contest or otherwise.

Modification: Monster reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend and/or terminate this Contest in whole or in part in the event that the Contest is not capable of running as planned or as intended by these Official Rules by reason of any of the technical or other disabling causes as described in above or other causes that, in the sole discretion of Monster, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Contest, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In such event, Monster may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Contest, or (b) cancel the Contest in its entirety. In the event of cancellation, Monster shall award the prizes (or a prize of substantially similar value), through a

process deemed fair and equitable by Monster, and Monster shall have no further liability to any participant in connection with the Contest. In no event will Monster be obligated to award more prizes than the number of prizes stated in these Official Rules. Monster reserves the right to terminate this Contest or to modify any rules as necessary for any reason or as required by applicable law.

Conditions of Participation: All participants agree to be bound by these Official Rules and the decisions of Monster and its Judges whose decisions in all aspects of this game shall be final and binding. This contest is governed under the laws of the State of California. Except where prohibited, in the event that any dispute arises regarding the meaning or interpretation of these Official Rules and/or this Contest, participants agree that the dispute shall be resolved by applying the laws of the State of California and that it shall be resolved within and by the federal or state courts located in the City and County of San Mateo, CA. Monster and its Judges may, at their sole discretion, disqualify an entrant, or Winner from participating in any aspect of the Contest, and/or may cancel, suspend or block any Account registered by such person, if Monster and its Judges deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Official Rules or the terms and conditions of the Web Site; or (b) submitting photographic images in which the participant has not personally taken (submitting someone else's photos); (c) damaging, tampering with or corrupting the operation of the Contest; or (d) acting with intent to annoy, harass or abuse any other person; or (e) submission of obscene or inappropriate materials; or (f) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (g) activity deemed in the sole discretion of Monster and its Administrators to be generally inconsistent with the intended operation of the Contest. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, MONSTER AND ITS ADMINISTRATORS RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.

Publicity Consent: Contest winners will be required to confirm such consent in writing by executing appropriate releases required by Monster, including without limitation, the Prize Documents described above and any additional releases regarding eligibility, liability and publicity as may be required by Monster.

Winners List: For a list of winners, send a written request to Ludacris & Monster Presents: Theater Of The Mind Video Contest at the address listed below before January 31, 2009.

Sponsor: The sponsor of this Contest is Monster, LLC 7251 Lake Mead Blvd. West 3rd Floor, Las Vegas, NV 89128 USA. (415) 840-2000.

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