

GOTTA GROOVE RECORDS, LLC STREET TEAM
Official Rules and Regulations

PARTICIPATION IN THE GOTTA GROOVE RECORDS STREET TEAM IS RESERVED FOR LEGAL RESIDENTS OF THE UNITED STATES ONLY. THESE RULES AND REGULATIONS SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR LAWS. SUBMISSION OF AN APPLICATION TO JOIN THE GOTTA GROOVE RECORDS STREET TEAM CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS.

Company: Gotta Groove Records, LLC, ("Company")

Participant: You, the Street Team applicant

Eligibility: The Street Team is open only to legal residents of the United States who are 18 years of age or older. Applications to become a Participant in the Street Team shall be deemed void where prohibited by law. Further, Company, within its sole discretion, reserves the right to withdraw any and all programs and/or benefits of the Street Team (including but not limited to the affiliate discount benefit) for all or individual Participants where such programs and/or benefits are prohibited or hindered by the laws of the Participant's locality. By participating, Participant agrees to these official Rules and Regulations, and agrees to accept all decisions of Company with respect to the Street Team as final.

Affiliate Discount: The affiliate discount, where redeemable, shall be generated upon order totals for the following eligible items: vinyl records, printed parts (labels, jackets, sleeves, inserts, etc), and download codes/coupons. The affiliate discount is not redeemable on order totals for the following expressly excluded items: shrink wrap, assembly/stuffing fees, order freight, and all custom labor charges including but not limited to sticker application.

General Considerations: By applying, Participant agrees (a) that Company, its affiliates, employees, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, (individually and collectively "Releasees") are indemnified, released and will be forever be held harmless by Participant from any and all liability, for any damages, injuries or losses of any kind (whether due to negligence or otherwise) to person(s) and/or Participant, including but not limited to death, or property, arising directly or indirectly from performing any tasks as a Street Team member, or from the acceptance, receipt, possession, enjoyment, ownership, misuse or use of any materials, programs, and/or benefits furnished by Company, or Participant's participation in any activity related to the Street Team; and (b) participant grants (and agrees to confirm such grant in writing promptly upon request) to Company and those acting under Company's authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web and Internet, without review, notification, approval or royalty or additional compensation, unless prohibited by law. Company expressly disclaims any responsibility or liability for injury or loss to any person or property relating to anything to do with the Street Team. By applying to become a member of the Street Team, Participant agrees that, if requested, he or she will complete, sign and return an Affidavit of Eligibility and Liability Release consistent with the above language, and, where lawful, Publicity Release within fourteen (14) calendar days of receipt of notification. If the Affidavit of Eligibility and Liability Release are not

returned in a timely manner, or if any such document is returned as non-deliverable, or if participant is found to be ineligible or otherwise not in compliance with these Official Rules, Street Team benefits, if any, will be deemed expressly forfeited by Participant. Participant may not transfer, assign, delegate, or substitute any rights or duties of this agreement. By participating, Participant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules and Regulations, participant's rights and obligations, and/or the rights and obligations of the Company in connection with the Street Team, will be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or laws. Participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with the Street Team, or any benefits received by Participant from Company, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within Cuyahoga County in the State of Ohio; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with applying to the Street Team, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental, and consequential damage, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

Limitation of Liability: Neither Company nor any of its affiliates are responsible for printing or typographical errors in any materials; for stolen, lost, late, misdirected, damaged, incomplete, or illegible entries; or for transactions that are processed late or incorrectly or are lost due to computer or electronic malfunction. Company reserves the right to cancel or modify the Street Team program for any purpose whatsoever within its own sole discretion. By participating in the Street Team, Participant releases and forever holds harmless Company and its affiliates and their respective directors, officers, employees, and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, loss of reputation or property damage resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Street Team materials and/or benefit, participation in the Street Team, or while traveling to, preparing for, or participating in any Street Team related activity, if any. Participant acknowledges that Company reserves the right to refuse anyone deemed to be inappropriate for Street Team related work for any reason, within Company's sole discretion, and Company is not required to disclose its reason for such refusal. Participant agrees he/she will not engage in any illegal or inappropriate activity while performing any assigned Street Team activities and that Company shall be held harmless, as set forth above, for any such activity engaged in by Participant.

Miscellaneous Provisions: Participant agrees to not sell any materials provided by Company to any party. Company reserves the right to terminate Participant's membership in the Street Team if, in Company's sole discretion, it has reason to believe that Participant is selling any Company-provided materials, or for any other reason within Company's sole discretion. Participant agrees to abide fully with the laws of the United States and Participant's locality (including but not limited to copyright laws, trademark laws, and right-of-publicity laws) at all times during Participant's membership in the Street Team. Participant understands and agrees that no affiliate discount shall be redeemable by Participant from Company for any order(s) placed with Company in any manner (including by not limited to telephone, electronic, or otherwise) if such order(s) are not accompanied by Participant's unique affiliate ID number. Participant understands and agrees that Company grants him/her a limited license to use Company's name and logos in connection with authorized Street Team activities only, and such limited license may be revoked at any time by Company for any reason whatsoever within Company's sole discretion. Participant further understands and agrees that his/her

participation in the Street Team does not constitute a similar license to use or display and name, logo, trademark, copyrighted material, or any other property of any of Company's customers, and Company hereby expressly disclaims any authority to grant any such license to any party.

Non-Discrimination Statement: Company does not discriminate on the basis of race, color, religion, sex, ethnic or national origin, age disability, veteran status, marital status or sexual orientation or any other factor unrelated to the requirements or status of participation in the Street Team.

Acknowledgment/Summary: Participant agrees to act in a professional and law-abiding manner when carrying out activities associated with Company and the Street Team. As set forth above, Participant expressly and voluntarily assumes the risk of death or personal injury sustained while participating in Street Team activities. Participant hereby releases and discharges Company (and its affiliates, employees, directors, agents, and assigns) from any and all liability, claims, demands, settlements, judgments or causes of action that arise out of participating in Street Team activities. Neither Participant, nor parties related to Participant on behalf of Participant or Participant's estate, will sue or make claim against Company for damages or other losses sustained as a result of participation in street team activities. PARTICIPATION IN THE STREET TEAM IS A VOLUNTEER-ONLY OPPORTUNITY. Participant hereby acknowledges that participating in Street Team activities does not constitute an employer-employee, agency, nor any other fiduciary relationship between Company and Participant, and that Participant is not entitled to any salary, wages, or other consideration for his/her participation in the Street Team.