

“SOUL BEACH MUSIC TALENT SEARCH” OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY.

CONTEST DESCRIPTION:

The “Soul Beach Music Talent Search” (“Contest”) will begin on Friday May 6, 2011 and end on Tuesday, May 17, 2011 (“Contest Period”). One (1) grand prize singer or group (up to 4 people) will be awarded round-trip airfare, hotel accommodations, tickets, and an opportunity to perform at the 2011 Aruba Soul Beach Music Festival being held from Wednesday, May 25, 2011 to Monday, May 30, 2011.

HOW TO ENTER:

Members of Blackplanet.com who are legal residents of the continental United States (except Rhode Island) and are twenty-one (21) years of age and older at the time of Contest registration will be able to take part in this Contest. To participate in the Contest, contestants must do the following:

1. Register as a member of Blackplanet.com. Membership is free. To join, go to Blackplanet.com, and submit the requested information
2. From Friday, May 6, 2011 through Thursday, May 12, 2011, members must submit a video of themselves, either as a solo performer or as a member of a group, performing an original composition. No covers or sampling of other artists’ material or music is permitted, and will lead to disqualification. Contestants must upload their entries to the announcement section of the group page on Blackplanet.com.
3. An in-house judging of the entries will be performed. At the sole discretion of the judging committee (comprised of staff members of Blackplanet.com and Soul Beach Music Festival, Inc. (the “Judging Committee”), a group of six (6) finalists will be selected from among all eligible entries received. The finalists will be contacted by Blackplanet.com via their BlackPlanet.com Inbox and declared on the Blackplanet.com/soulbeach website
4. BlackPlanet.com members and non-members alike will determine the winner by voting on the finalists’ entries through an online voting tool on the Contest website from May 13, 2011 through May 17, 2011.
5. Based on the number of online votes received, one (1) person or group will be selected from among the six (6) finalists and will be deemed the grand prize winner after a review by the Judging Committee.
6. The Judging Committee reserves the right to consider artists other than the finalist selected by the BlackPlanet.com community.

7. By uploading a submission and entering this Contest, each participant represents and warrants to be bound by the Official Contest rules, that they are authorized to and have the rights to submit the content in the entry, and that all of the below-listed entry requirements have been met.

Contest entries must:

- not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in Sponsor's sole discretion.
- be family friendly and not contain any profanity, obscene language, lewd or sexual content or references.
- not infringe upon any rights of any third party including without limitation, copyright, trademark and right of publicity or privacy
- be an unsigned artist, not signed to a major record label
- be taken and solely owned by the photographer / videographer (who is the contestant or parent/legal guardian) submitting the video entry
- not be a lip synch performance, or have post production or voice enhancements
- be unpublished and not have been used in any similar online competitions in the past 30 days preceding the start date of this Contest.
- not exceed the one-minute time requirement
- must be submitted by a contestant who is 21 years of age or older
- not contain: unnecessary violence, derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others
- If additional individuals are featured in the entry, each entrant warrants and represents that the entrant has obtained permission from each person who appears in the submission

ELIGIBILITY RESTRICTIONS:

1. The Contest is open to registered users of Blackplanet.com who are 21 years of age and older and are legal residents of the continental U.S. (excluding Rhode Island) and must be eligible to obtain a U.S. passport.
2. Employees of Blackplanet.com, Interactive One, LLC, and Radio One, Inc., (together "Company"), its subsidiaries, affiliates, advertisers, general sponsors, promotional partners, advertisers, and members of the immediate families or households of any of the above are NOT eligible to participate or win in this Contest.
3. The contestants must not use spam to contact BlackPlanet.com members and can not use this Contest to request another member's personal information and/or email addresses.
4. Winner(s) will be required to have required travel documents (e.g. a valid government-issued photo identification card and a valid passport) prior to date of departure.
5. Persons who have won a prize in another contest or promotion of any kind from Company within the thirty-day (30) period immediately preceding the start date of this Contest are not eligible to participate.

PRIZES:

1. Grand Prize package to be awarded for the “Soul Beach Music Talent Search” Contest will include the following:
 - Round-trip airfare from the U.S. to Aruba from a metropolitan airport nearest the winner’s residence
 - Hotel Accommodations in Aruba for three (3) days and two (2) nights
 - Tickets for the Soul Beach Music Festival
 - An opportunity to open for one of the major acts during the Soul Beach Music Festival. There is no stipend provided.
2. BlackPlanet.com will provide flights for the grand prize winner(s) up to \$5000. Contest winner is responsible for any amount over. Ground transportation, taxes, meals, beverages, gratuities, luggage costs, hotel room service, souvenirs and incidentals for the duration of the contest-related trip will be the responsibility of the grand prize winner.
3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Company management and/or the sponsor in its sole discretion.
4. All Contest winners must sign and date official release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
5. If for any reason a contest winner provides notice that they have decided not to accept an awarded prize, the winner will be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of the Contest sponsor and / or Contest administrator if another contestant is to be selected as the winner if time permits.
6. If Contest winner does not claim their prize within 3(three) days of winning notification, they forfeit the prize.
7. Winners must provide valid identification (i.e. via driver’s license, passport or other photo I.D.) to claim their prize.

EXECUTION:

1. During the entry submission period, registered users of Blackplanet.com will be encouraged to participate in the Contest by logging online through the Soul Beach Music Search Contest website at blackplanet.com/soulbeach, and submitting their video entry to the announcement section of the page by following the on-screen instructions.

Phase 1: Submission Dates

From May 6, 2011 through May 12, 2011, entrants are to submit a video entry of their performance of an original composition. There will be a group page on Blackplanet.com and contestants are to upload their entries to the announcement section of the group page.

Phase 2: Finalist Selection

An in-house judging of the entries will be performed by the Judging Committee. At the discretion of the Judging Committee, a group of six (6) finalists will be selected from among all eligible entries received. The finalists will be contacted by Blackplanet.com and declared on the Blackplanet.com/soulbeach website.

Phase 3: Blackplanet.com Online Voting

From May 13, 2011 through May 17, 2011 online voting by the BlackPlanet.com community and non-BlackPlanet.com members will take place. BlackPlanet members and non-members will be eligible to vote for the six (6) finalists, to select one (1) lucky winner. Based on the number of votes received, and after a review from Soul Beach Judging Committee, the grand prize winner will be determined. BlackPlanet.com will use the third-party tool, PollDaddy.com to vote for the finalists. In the event of a tie, the winner will be selected at the discretion of the Judging Committee.

Phase 4: Judging Committee Review

After Phase 3, the Judging Committee will review the winning entry and determine their ability to perform live at the festival. The Judging Committee reserves the right to consider artists other than the entrant selected by the BlackPlanet.com community.

Phase 5: Grand Prize Winner

BlackPlanet.com will reach out to the winning finalist(s) on or before May 19th through their Blackplanet.com page. After notification, the winner will have twenty-four (24) hours to respond. If the winner does not respond within the time limit, the finalist with the next highest number of votes received will be contacted and declared the grand prize winner.

2. All decisions made by Company's management regarding any aspect of this Contest are final.

GENERAL CONDITIONS:

3. Winners are responsible for all applicable taxes associated with the receipt of the prize (prizes are not transferable and may not be exchanged).
4. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
5. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations.
6. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
7. While in Aruba, prize winner(s) will be subject to the laws of Aruba which is an independent entity within the kingdom of the Netherlands. During the prize trip, winner(s) will be responsible for their own actions and all related circumstances and occurrences.

8. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with the Official Rules and the decisions of the contest sponsor which shall be final and binding in all aspects relating to the contest.
9. All Contest winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold Company and any other Contest parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Contest participation or the acceptance, possession or use / misuse of awarded prize or any portion thereof, or participation in prize-related activities, including but not limited to any related travel.
10. Winners must provide has a passport to claim their prize.
11. BlackPlanet.com retains the right to disqualify any contestant if all Contest rules are not followed. Contest void if prohibited by law.
12. So long as no participant is materially adversely affected, BlackPlanet.com reserves the right to make changes in the Contest rules, which will become effective upon being announced on the air and posted on the BlackPlanet.com website.
13. Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call, facsimile transmission or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries including any injury or damage to participant's or any other person's computer arising from or relating to participation in this Contest. In addition, Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for lost, misdirected, mutilated, illegible or incomplete Contest entries. Once submitted, entries become the property of Company and will not be returned.
14. By accepting the prize, the winner acknowledges that Company has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
15. Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Contest, including; cancellation of the Contest as a result of the occurrence of events not within the

control of Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur; reasonable attempts will be made to offer the winner comparable prize(s) currently being offered by the station in lieu of the prize originally awarded.

16. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the promotion is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Contest entries, or any other causes beyond Company's control which, in Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, Company reserves the right to cancel, terminate, modify or suspend the Contest at its sole discretion.
17. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, Company reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
18. Copies of Contest rules are available, upon request, during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of Interactive One, 850 Third Avenue, 3rd floor, New York, NY 10022.

Blackplanet.com is not responsible for the delivery of the prize package. The prize package will be delivered and fulfilled by Soul Beach Festival Productions, Inc., 14622 Ventura Boulevard Suite 1002, Sherman Oaks CA 91403.