



OFFICIAL RULES
DCAT MUSIC/THE GREATEST DANCER REMIX CONTEST

Sponsor:

RemixGalaxy.com Inc. (“RemixGalaxy” or the “Company”),

Contest Start Date: February 19, 2010

Contest End Date: April 4, 2010

1. ELIGIBILITY.

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. The DCat Music/The Greatest Dancer Remix Contest (the “Contest”) is open only to those of 13 of age or older at the time of entry (“Legal Age”). Individuals who are presently signed to any record label or publisher under an exclusive agreement or other contractual arrangement that prohibits or might prohibit participation in the contest under these rules shall be ineligible for entry. Employees, contractors, officers, directors, agents and representatives of the Sponsor, DCat Music, J2 Electronics Group Ltd., or any of their affiliates, subsidiaries, distributors, promotional agencies and similar parties involved in the development, production, implementation and distribution of the Contest, including any advertising or promotion agency and any supplier of prizes for the Contest, as well as the immediate family members of any of the foregoing living in the same household as such persons, are not eligible to win the Contest (hereinafter, collectively the “Contest Parties”). IN ALL CASES, THIS CONTEST IS VOID WHERE PROHIBITED BY LAW OR OTHERWISE.

2. ENTRIES.

To enter the Contest, download the source audio files provided from the song “The Greatest Dancer” (the “Recording”) at the Sponsor’s website (<http://www.remixgalaxy.com>) (the “Website”). The audio files can be modified and/or mixed with original audio files the Entrant creates using any platform the entrant chooses, including the MixStudio, an online mixing and editing tool provided by the Sponsor on the Website. Entrants must submit their remixed version of the Recording (the “Submission”) by uploading the Submission to the Website according to the posted instructions. Submissions will be accepted from 12PM Chicago time on February 19, 2010 (the “Contest Beginning”) and 11:59PM Chicago time on April 4, 2010 (the “Contest Deadline”, and the period from the Contest Beginning to the Contest Deadline being the “Contest Period”). The computer of the Sponsor is the official timekeeping device for this Contest. In order to download the source audio files and submit an entry into the contest, you will be required to register by creating a free membership account with the Website. A valid email address is required for registration.

3. ENTRY REQUIREMENTS

(a) No purchase is necessary to enter or win the Contest. By entering the Contest, each entrant hereby warrants and represents that his or her entry conforms to the Submission requirements set forth herein. Entrants may submit more than one entry into the Contest. Entrants agree and acknowledge that no compensation will be paid to them for any reason whatsoever including, but not limited to, entering this Contest or creating a Submission. Failure to abide by the Submission requirements is grounds for disqualification in the Sponsor's sole discretion:

(b) By entering, entrants agree to be bound by the results as determined by the judges and these Rules and to comply with all federal, state, and local laws and regulations and the decisions of the Sponsor with respect to interpretation of these Rules, which shall be final.

(c) The source audio files include audio tracks from the song "The Greatest Dancer" featuring Snoop Dogg (the "Source Materials"). Entrants acknowledge and agree that: (1) DCat Music is granting you a limited, non-exclusive license to use the Source Materials solely in connection with participation in the Contest and only during the Contest Period, (2) you have no other right, title or interest in the Source Materials, and (3) any use by you of the Source Materials other than as permitted by these Rules will constitute a violation of the Rules and may constitute copyright infringement. All Submissions must include elements of the Source Materials and be recognizable derivative works of the Recording. Submissions must not contain material which is or which promotes activities which are harmful, threatening, abusive, disparaging, harassing, vulgar, obscene, hateful, pornographic, or libelous or which has other inappropriate content, or is otherwise objectionable as determined by the Sponsor in its sole discretion. Submissions shall not defame, misrepresent or contain disparaging remarks about any persons, products or companies. Submissions shall not contain materials which are not created entirely by Entrant or which are owned by others (including music "samples" other than the Source Materials provided for the Contest through the Website). Entrants shall not use the Source Materials in any manner or for any purpose other than for entering the Contest; and Submissions shall not be in violation of any law.

(d) Once you have completed your remix of "You Used to Hold Me", you must submit your entry at the Website in accordance with the posted instructions by the Contest Deadline. Entries not submitted in accordance with the posted instructions shall not be entered in the Contest in the discretion of the Sponsor. Entries must be submitted in WAV or MP3 format. Entrants are encouraged to begin uploading their Submission far enough in advance of the Contest Deadline to allow for adequate uploading times. It is the sole responsibility of the entrant to ensure that his or her entry is uploaded to the Sponsor's servers prior to the Contest Deadline. Neither the Sponsor nor any other Contest Party will be responsible for lost, late, misdirected, or damaged submissions, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are incomplete, illegible, inaccurate, irregular in any way, or otherwise not in compliance with these Rules are also void.

(e) BY ENTERING A SUBMISSION, ENTRANTS ACKNOWLEDGE THAT SUBMISSIONS MAY BE POSTED ON THE WEBSITE, IN THE SPONSOR'S DISCRETION. The Sponsor reserves the right to, and may or may not, monitor/screen Submissions prior to posting them to

the Website. Entrants acknowledge that the Sponsor has no obligation to use or post any Submission. By submitting a Submission, Entrants warrant and represent that: (a) the Submission is Entrant's original work, (b) the Submission has not been previously published, (c) the Submission has not previously received awards, (d) the Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) Entrant has obtained permission from any person whose name or voice is used in the Submission and (f) exploitation, use, display or performance of the Submission via any form of media, will not infringe the rights of any third parties. Entrants shall indemnify and hold harmless, the Sponsor and Contest Parties from any claims contrary to or in violation of these warranties and representations.

4. OWNERSHIP

(a) By entering this Contest, Entrants assign away and transfer (as set forth below) any and all rights in the Submission on a worldwide, perpetual, irrevocable and royalty-free basis, for any and all purposes including, but not limited to, display, public performance, posting for streaming and/or download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Submission. Entrants agree that DCat Music, or a designee of DCat Music, shall, from inception, own all right, title and interest in each Submission (including, but not limited to, the copyrights in the sound recording) in perpetuity, free from any claims by Entrant or any other person and all such works shall be deemed "works made for hire" for DCat Music or such designee. Entrants shall have no ownership rights or interest whatsoever in the applicable Submission and shall not commercially use or exploit the Submission in any manner whatsoever. Entrant is permitted to use the Source Materials solely for the creation of a Submission and participation in this Contest.

(b) By entering this Contest, each Entrant agrees: (i) that Contest Parties have the right to use the Entrant's Submission and Entrant's name and likeness in any and all media in and in connection with promotion, publicity, marketing and advertising for and by Contest Parties, and in connection with this Contest or other promotions by Contest Parties as Contest Parties see fit without any further notification or compensation to or of the Entrant (ii) that Contest Parties shall have no obligation (express or implied) to use any Submission in any manner and Entrants shall not be entitled to any damages or other relief by reason of Contest Parties use or non-use of a Submission; (iii) to be bound by these official rules; (iv) that Entrants may be contacted by Contest Parties by email regarding this Contest; (v) to indemnify and hold Contest Parties harmless from any and all claims, demands, causes of action and judgments (including attorney's fees, court costs and expert's fees) arising out of or relating to any breach by Entrant of the terms and conditions of these rules, including any representations and warranties made herein. By entering this Contest, each Entrant agrees to sign and deliver to Contest Parties such documents as Contest Parties may reasonably require to effectuate the rights and obligations granted in these rules.

5. SELECTION OF WINNERS.

(a) Upon the conclusion of the Contest Period and continuing until 11:59PM Chicago Time on April 18, 2009 (the "Voting Period"), all valid Submissions will be posted on the Website Page where visitors will be able to vote for their favorite Submissions. In order to vote, persons will be required to either be a registered member of the RemixGalaxy website or to provide a valid

email address. If a voter is not a registered member of the RemixGalaxy website, RemixGalaxy will send an email to the provided email address that will include a link for the voter to click to confirm his or her vote. Only confirmed votes will count towards determining the winners of the Contest. Voting will be limited to one vote per Submission per email address. Any attempt by an entrant or other person to vote more than once by using multiple names or email address and/or any other fraudulent mechanism, as determined by the Sponsor in its sole discretion, shall give the Sponsor the right to disqualify such votes or to disqualify such entrant in its sole discretion. The top five (5) entries (plus any ties) as determined by voting during the Voting Period will be deemed finalists. The staff of RemixGalaxy will also select an additional five (5) entries to become finalists based on originality, creativity, production value and commercial appeal, as judged in the sole discretion of the RemixGalaxy staff. The ten (10) (plus any ties) finalists will each advance to the final round of judging. In the final round, judges from DCat Music will select from the finalists a Grand prize Winner, a Second Place winner and a Third Place winner (collectively, the "Winners"). The Winners shall receive the respective prizes indicated on the Contest Page (the "Prizes"). The Prizes are not transferable or assignable, and they are not redeemable for cash. The Sponsor and any party providing prizes for the Contest reserve the right to substitute a prize of equal or greater value for any reason. If you are a Winner, you are responsible for the payment of any and all taxes and/or licenses and/or other related local, State, Federal and/or National fees that may apply to such winnings. If you are a Minor, the Prize will be awarded only in the name of your parent or legal guardian on behalf of you. Neither the Sponsor nor Contest Parties will be responsible for delays in delivering the Prize. The decision of the judges as to the Winners shall be final and binding in all regards. Other prizes may be determined at the discretion of the Sponsor and the Contest Parties. Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of the Sponsor are final and binding.

(b) The Winners will be notified by email at the address provided on their RemixGalaxy membership profile, and Winners may be required to sign (and have notarized if requested) and return an Affidavit of Eligibility and Publicity/Liability Release ("Affidavit/Release") as a condition of being declared a Winner. If a Winner cannot be contacted within ten (10) calendar days of the first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects a Prize, or in the event of noncompliance with these Rules, the Prize will be forfeited and the Sponsor may determine a method to select an alternative winner from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. The information in the Winner's Affidavit of Eligibility must be correct or the Winner may be disqualified. By participating in the Contest, Entrants release the Sponsor and Contest Parties from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Contest, and agree to resolve any dispute individually, without resort to any class action. By accepting a prize in the Contest, the Winners agree that the Sponsor and Contest Parties shall not be liable for any loss or injury resulting from participation in the Contest or acceptance or use of any prize. Each Winner grants permission to the Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes, as well as the Submission in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, the

Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Contest. This Contest is governed by the laws of the state of Illinois, U.S.A. By entering, Entrants consent to the jurisdiction and venue of the federal, state and local courts located in Cook County, Illinois, U.S.A. for the resolution of any disputes.

6. LIMITATIONS OF LIABILITY AND RELEASE

No liability or responsibility is assumed by the Sponsor or Contest Parties resulting from Entrants' participation in or attempt to participate in the Contest or downloading any information in connection with participating in the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction which may affect the operation of the Contest, including but not limited to any of the following occurrences: 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 Website, in whole or in part for any reason; traffic congestions on the Internet or the Website; 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 account used in connection with the Contest. The Sponsor 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 Website. Use of the Website is at user's own risk. The Sponsor and the Contest Parties are not responsible for 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, use of the Website or the download of any information from the Website. The Sponsor is not responsible for any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. The Sponsor's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. Persons engaging in any of the foregoing activities may be disqualified in the Sponsor's sole discretion.

7. MORE INFORMATION

To obtain the identity of the Winners or to obtain a copy of these rules, send a self-addressed, stamped envelope to: RemixGalaxy.com Inc., 980 N. Michigan Avenue, Suite 1400, Chicago, Illinois 60611 prior to March 30, 2010 (residents of WA and VT may omit return postage)