

General Overview of the Contest ROSCOE'S 2012 INTERNATIONAL YOUTH GOSPEL CHOIR COMPETITION (the "Contest"), conducted by NUGOSPEL NETWORK, LLC ("NUGOSPEL"), is a search for the best YOUTH GOSPEL CHOIR IN THE WORLD. These official rules of the Contest (the "Official Rules") describe the manner in which the Contest will be conducted. As described in detail below, there are three separate rounds (each, a "Round") in this Contest: the Video Semi-Final Round ("Round 1"), the Final Round ("Round 2"), which will involve live events in Los Angeles, CA at which the finalists will be invited to sing to win the honor of being named 2012 INTERNATIONAL YOUTH GOSPEL CHOIR OF THE YEAR.

Please read these Official Rules carefully as they contain important information about how the Contest will be conducted, including which choirs are eligible to enter, deadline dates for entry, and rules regarding the music that can be performed in the Contest. If you have any questions about the Contest or these Official Rules, you may email [info@hipointstudios.com](mailto:info@hipointstudios.com) or call 323.937.0100.

Eligibility. The Contest is open only to choirs (each, a "Choir") that meet all of the following requirements:

Each performing member of the Choir (each, a "Member" or "Choir Member") must:

Be at least 13 years of age as of January 1, 2012; and

The Choir must have a meaningful and consistent relationship with a church, temple, mosque or other similar religious organization (the "Religious Organization"). At NUGOSPEL's request, shall submit additional documentation satisfactory to NUGOSPEL in its sole discretion confirming the status of the Religious Organization;

This Contest will be conducted initially online on the Internet as listed in Appendix 1 to these Official Rules. The Choir's Religious Organization must have a valid mailing address (as set forth in Appendix 1);

The Choir must consist of between 6-100 performing Members (inclusive of any band members); and

Neither the Choir nor any of its Members may be a party to a music recording contract or any other contractual arrangement that would prohibit or restrict the Choir or any of its Members from: (i) entering this Contest; (ii) allowing their performances to be recorded, exhibited, broadcast and used as described in these Official Rules; or (iii) granting the rights granted in these Official Rules.

Employees, officers, directors, representatives, and agents of NUGOSPEL or its parents, affiliates, subsidiaries, and advertising and promotion agencies, and members of their immediate families (i.e., spouses, parents, siblings, and children) and those living in their households, are not eligible to enter the Contest. However, a Choir will not be disqualified merely because any of the foregoing individuals are members of or associated with a Choir or the Choir's Religious Organization so long as such individuals are not participating Choir Members. NUGOSPEL shall have the right to verify the accuracy of all information submitted and also reserves the right to disqualify any Choir or Member that NUGOSPEL, in its sole discretion, believes might for any reason reflect negatively on NUGOSPEL or who fails to comply with these Official Rules. By participating, each Choir and its Members agree to comply with these

Official Rules and with the decisions of NUGOSPEL and any Contest judges, whose decisions are final and binding in all respects. The Contest is void in Puerto Rico and where prohibited or restricted by law.

#### Song List and Music Requirements.

The approved songs for this Contest ("Approved Songs") must have a spiritual or faith based theme or lyrical content. NUGOSPEL, in its sole discretion, may modify the Song List from time to time, and any modified Song List will be posted on the Website. As noted below, in Round 1, the Choir may (but is not required to) perform a song from a Song List. However, Choirs invited to participate in Round 2 must perform a song from the Song List.

In Round 1, each Choir may perform one (and only one) song. The song performed in Round 1 must be one of the following: (i) a existing song, (ii) an entirely original work (i.e., original composition, arrangement, etc.) composed and completely owned by the Member(s) of the Choir (the "Original Song"), or (iii) a song (including, without limitation, composition and arrangement) owned by a third party for which the Choir has obtained all necessary licenses and permissions to enable the Choir to perform and submit the song in Round 1 (the "Third-Party Song"). The Choir and each of its Members represents, warrants and agrees that (x) if it performs an Original Song in Round 1, the Original Song is 100% original and created solely by the Choir and its Member(s) and the Choir and its Members exclusively own all right, title and interest in and to the Original Song; and (y) if the Choir performs an Original Song or a Third-Party Song in Round 1, such song and the performance thereof shall not violate the rights of any person or entity. The Choir shall defend, indemnify and hold harmless the Indemnified Parties (as defined below) from and against any and all liabilities or claims with respect to or in any way arising from a breach or claimed breach of its agreements, representation and warranties under this Section 3(b). Upon NUGOSPEL's request, the Choir shall submit additional proof of its rights with respect to the Original Song or Third-Party Song (as applicable), and the Choir Representative and the applicable Members of the Choir shall sign any additional releases with respect to such song performed in Round 1.