

**"BE OUR #CES2016 SOUNDTRACK" SPONSORED BY CEA, IS A CONTEST OPEN ONLY TO LEGAL U.S. RESIDENTS 18 YEARS OF AGE OR OLDER, WHO RESIDE IN THE U.S. AT THE TIME OF ENTRY. VOID WHEREVER PROHIBITED.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.**

1. **Contest Dates:** The Contest begins 12:01:01 AM EST April 27, 2015 and ends 11:59:59 PM EST September 1, 2015. A panel of judges will select one (1) grand prize winner by September 14, 2015 and the winner will be announced September 21, 2015.
2. **Contest Sponsor:** Consumer Electronics Association ("CEA"), 1919 S. Eads St., Arlington, VA 22202. Prize Provider: CEA.
3. **Eligibility:** Contestants may submit one (1) musical piece per person. This Contest is open only to persons who, as of date of entry are legal residents of one of the fifty (50) United States or the District of Columbia, at least 18 years of age or older (19 years of age or older in Alabama and Nebraska). Employees of CEA, its subsidiaries, sales representatives, advertising, promotion and all other service agencies involved with design, execution or fulfillment of this Contest, and members of the immediate families (defined for these purposes as parents, children, siblings and spouse) or households (whether related or not) of any of the above are NOT eligible to participate.
4. **How to Enter:** Create an original piece of music (your "Music Submission") following the Requirements below. Qualified entries will be submitted via online form, either by uploading an original song or video in an acceptable format (mp3, mp4, aac, aiff, wav, wmv, avi, mpg, mpeg, mov, m4v) or by providing a link to the original song or video. Submissions must be accompanied by contact information including required fields of Name, Email, Telephone, Name of Artist or Musical group and confirmation of rights to use supplied music.
5. **Requirements:**
  - *Running Time:* 90 seconds minimum. If entry is shorter than 90 seconds, the entry will be disqualified.
  - *Language:* English
  - *Musical Genres:* All genres of music are welcome. Any lyrics must not be explicit.
  - *Copyright:* Your Music Submission must be your own original work and property and may not contain any commercial copyrighted music or elements. By entering the Contest, you represent and warrant to Sponsor that: (a) your Music Submission is your original work and that you own all rights, including copyright rights, in your Music Submission; (b) Your Music Submission does not infringe the intellectual property, privacy or publicity rights or any other legal or moral rights of any third party; (c) Your Music Submission does not contain any defamatory, libelous, indecent, illegal or obscene material; and (d) you have obtained permission from each person whose name, image, likeness or voice (collectively, "Likeness") is included in your Music Submission, such person(s) have granted you all necessary rights to use their Likeness as described in these Official Rules, and you can make written copies of such permissions available to the Sponsor upon request. (If the Likeness of a minor is included in your Music Submission, such grant of rights must include written permission from the minor's parent or legal guardian authorizing the use of the minor's Likeness.)
  - *License Agreement:* You must agree to sign a license agreement with CEA to license the music to CEA in perpetuity for use in the 2016 International CES keynote opening video, online distribution, and for other promotional purposes.

Entries deemed by CEA in their sole discretion to be immoral, obscene, indecent, profane or not in keeping with CEA's image will be disqualified. CEA reserves the right in its sole discretion to disqualify any entry at any time which, in CEA's opinion, endangers the safety or well being of any person, or fails to comply with these Official Rules. CEA decisions are final and binding.

6. **Winner Selection:** A team of CEA staff will select one (1) Grand Prize Winner. The winner will be selected based on three qualifications: 1) Meeting the requirements outlined in Section 5; 2) The quality of the submission; and 3) The content of the submission. Winners will be announced on September 21, 2015 via International CES related social media properties and CESweb.org. Odds of winning depend on the number of eligible entries received. Designation as a prize winner is subject to proof of compliance with Official Rules, maintaining compliance with these Official Rules and approval by CEA. As a condition of winning the prize, winners will be required to supply contact information including, but not limited to name, phone number and email address. Personal information will be used solely to distribute prizes and will not be used for marketing purposes. Once notified, winner must then complete a licensing agreement which must be signed and returned to CEA within ten (10) days of CEA's postmark. Failure to timely sign and return this licensing agreement may result in the

applicable winner's disqualification, forfeiture of all interest in prizes, and the selection of a substitute winner. Prizes not won and claimed by an eligible winner in accordance with these Official Rules will not be awarded and will remain the property of CEA. For a list of winners (available after September 21, 2015), send your request with a self-addressed stamped envelope to Sean Parker, Consumer Electronics Association, 1919 S. Eads Street, Arlington, VA 22202.

7. **Prize:** One (1) Grand Prize Winner will receive \$5,000, their Music Submission featured at the 2016 International CES, and other promotional opportunities if available. Total maximum ARV of all prizes: \$5,000. Prizes are not transferable. No cash redemptions. No substitutions, except that CEA reserves the right to substitute a prize of equal or greater value. All prizes will be awarded provided they are properly claimed in accordance with these Official Rules and a sufficient number of eligible entries are received. Limit one (1) prize per household. If a prize winner is 18 but deemed a minor in his/her state of residence, the prize will be awarded on behalf of the minor to his/her parent or legal guardian, who must comply with the prize claim requirements.
8. **Rights Granted to CEA:** By entering the Contest, you agree and irrevocably grant to CEA and its affiliates and their respective assigns, agents and licensees (collectively, the "CEA Parties"), the unconditional, royalty-free right and license to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, edit, exhibit, create derivative works and otherwise use or reuse your Music Submission, throughout the world, in perpetuity, in any media, including, without limitation, the Internet.

Except where prohibited, by entering the Contest you also irrevocably agree that CEA may use your name, likeness, voice, photograph and any statements regarding your Music Submission and participation in the Contest (collectively, "Your Likeness") throughout the world, in perpetuity, in any media, without limitation or compensation to you. By entering the Contest, you permanently waive all intellectual property rights, privacy/publicity rights and other legal or moral rights that might preclude the CEA's use of your Music Submission and Your Likeness, and you agree not to sue or assert any claim against CEA relating to their use of your Music Submission or Your Likeness.

9. **Additional Information:** By entering, you agree to abide by these Official Rules and the decisions of CEA, which will be final in all matters relating to the Contest. CEA and its clients, officers, directors, agents and employees are not responsible or liable for: (1) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (2) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (3) errors or delays in transmission; (4) any condition caused by events beyond the control of CEA which may cause the Contest to be disrupted or corrupted; (5) any losses or damages caused by participation in the Contest or acceptance or use of the prize; or (6) any printing or typographical errors in any materials associated with the Contest. CEA may prohibit you from participating in the Contest, in its sole discretion, if you fail to follow the Official Rules or act: (a) in a manner it determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other contestant or CEA; or (c) in any other disruptive manner. CEA reserves the right in its sole discretion to cancel, terminate or suspend this Contest should electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes beyond the control of the CEA and its agencies corrupt or affect the administration, security, fairness or proper play or conduct of the Contest.
10. **Disputes and Governing Law:** By participating, contestants forever and irrevocably release, indemnify, and hold harmless, CEA and its officers, directors, employees, agents, and all others associated with the development and execution of this Contest from and against any injury, loss or damage caused or claimed to be caused by your participation in the Contest and/or intellectual property infringement related to your Music Submission, the acceptance, awarding, receipt, use and/or misuse of the prize, including without limitation personal injury, death, and/or property damage. Contestants agree that CEA is not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the Contest and/or the awarding of any prize. In the event that the preceding release and indemnity clause is determined by a court of competent jurisdiction to be invalid or void for any reason, contestant agrees that, by entering the Contest, (i) any and all disputes, claims, and causes of action in connection with the Contest, or any prizes awarded, will be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) and contestant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Contestants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of CEA or contestants in connection with the Contest, will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of law rules. Contestants consent to the exclusive jurisdiction of the State and Federal courts in the Commonwealth of Virginia.