

“GET CAUGHT LISTENING” VIDEO CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

1. DESCRIPTION: The Get Caught Listening! Video Contest (“**Contest**”) is a video submission contest focused on promoting audiobooks and the use of audiobooks in a positive way; utilizing the “Get Caught Listening” theme as desired. The administrator of this Contest is The Audio Publishers Association, 191 Clarksville Road, Princeton Junction, NJ 08550 (hereinafter referred to as Contest Entity).

The Contest will flow as follows:

- ◆ **Contest Submission Period:** The contest Submission Period begins on March 15, 2011 at 12:00 p.m. Pacific Time and ends on May 15, 2011 at 11:59 p.m. PT.
- ◆ **Contest Judging:** On or about May 16, 2011 through May 31, 2011, eligible Contest submissions will be judged by representatives of the Contest Entity to select 10 Finalists who promote audiobooks. Finalists will be announced June 1, 2011, and the Fan Favorite Voting Period begins.
- ◆ **Fan Favorite Voting Period:** Beginning on or about June 1, 2011 at 12:00 p.m. PT through June 25, 2011, at 11:59 p.m. PT, members of the general public will have the opportunity to vote on their favorite Finalists to select the one (1) Fan Favorite Prize winner.
- ◆ **Winner Announcement:** The winners will be announced on or about June 27, 2011.

2. ELIGIBILITY: Contest is open only to legal residents of the fifty (50) United States and Washington D.C., who are at least eighteen (18) years of age or the age of legal majority in their state of primary residence at time of entry. Each Entrant must have Internet access as of March 15, 2011. Each Entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the Entrant's e-mail account as of March 15, 2011. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the natural person in whose name the e-mail account associated with the provided e-mail address was opened. Contest void where prohibited.

3. HOW TO ENTER: To enter, Entrants must send a link to his/her video to getcaughtlistening@yahoo.com along with the Entry Form. The video and Entry Form (collectively, the **Submission**) must promote audiobooks and/or the use of audiobooks in a positive way, utilizing the “Get Caught Listening” concept as desired. Submission must be uploaded by May 15, 2011 at 11:59 p.m. PT. Limit five (5) entries per person. Limit one (1) cash prize per household. Entrants must provide all information requested to be eligible to win. Entry is not complete until Entrant has followed any requests to upload the digital file containing the Submission and affirmatively accepted the Official Rules. Entries that meet contest requirements will be posted by Judges to the Get Caught Listening Page on youtube.com.

Submission Requirements

The Submission must meet the following guidelines:

- ◆ Submission must be no greater than 3 minutes and may not exceed 100 MB in file size;

Submission must be submitted in one of the following formats: WebM files;.MPEG4, 3GPP and MOV files; .AVI; .MPEGPS; .WMV; .FLV

The Submission must meet the following content restrictions:

- ◆ Submission must NOT contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or material that contains any derogatory references to any Contest Entity;

- ◆ Submission must be entirely original to the Entrant;

- ◆ Submission must NOT have been previously submitted to another Contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Contest, as determined in the Contest Entity sole discretion;

- ◆ Submissions must NOT include copyrighted material, third party trademarks, logos, insignia, location signage, photographs, artwork, or sculpture;

- ◆ Submissions must NOT include third parties/people, who have not expressly authorized Entrant to display their image, likeness or voice in the Submission or otherwise use such image, likeness or voice in accordance with these Contest Rules. Third Parties include but are not limited to celebrities, friends, and minors who have not obtained parental consent prior to such participation. Entrants should be able to provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons appearing in the Submission and location releases for all recognizable locations (in the event an entrant cannot provide all required releases, Contest Entity reserves the right, in Contest Entity's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Contest Entity's benefit).

Entrants who submit Submissions which violate any of these requirements, may be deemed ineligible to receive the prize and their Submission may be void at the Contest Entity' sole discretion. Contest Entity reserve the right to disqualify in their sole and absolute discretion any Submissions deemed inappropriate. Contest Entity reserve the right to allow for minor fluctuations between the Entrant's timing device and the actual runtime of the Submission on the Website, based on clear intent to comply with the Official Rules, as determined in the Contest Entity' sole discretion. Incomplete or unintelligible entries will be disqualified. Contest Entity reserve the right to determine in their sole discretion which entries have satisfied the entry requirements. ELIGIBLE ENTRANTS MUST SUBMIT IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.

4. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Entrant represents and warrants as follows: (i) the Submission is the Entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus, is otherwise uncorrupted, is wholly original with Entrant, and as of the date of submission, is not the subject of any actual or

threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous.

5. MATERIALS/RIGHTS IN SUBMISSIONS/PUBLICITY RIGHTS: In consideration of a Submission being reviewed and evaluated for this Contest, each Entrant hereby grants to the Audio Publishers Association the non-exclusive irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such Submission, or any portion thereof, including to the extent applicable (a) any information, biographical data, and material (e.g., the Creative File) submitted by Entrant in connection with the Contest; and (b) all video, audio, photographs, text, graphics, statements, any other creative materials, and quotations of or by Entrant and furnished by Entrant as part of this Contest (the **Material**) included in and/or submitted by Entrant in connection with the Contest), in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol. Each Entrant understands that his or her name and other Material may be posted on the Website in connection with Contest. Entrant agrees that the Contest Entity have no obligation to post a Submission or any Material on the Website. Each Entrant authorizes the Contest Entity to utilize, for eternity and in any manner they see fit, the Submission provided to Contest Entity, and to make derivative works from such materials solely in connection with the Contest (i.e., without limitation, to create promotional materials). Each Entrant releases the Contest Entity, and their assigns and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each Entrant agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Submission to Contest Entity for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Entity and Entrant, does not place the Contest Entity in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission, and that the only contracts, express or implied, between the Contest Entity and Entrant is as set forth in these Official Rules and the release forms. In addition, by participating in the Contest and providing a Submission, each Entrant hereby grants permission (except where prohibited by law) for the Contest Entity to use Entrant's Submission, name, likeness, voice, quotes, comments, biographical information, photograph and/or image for the purpose of advertising, trade, or promotion without further compensation or consideration in any and all media now known or hereafter developed throughout the universe. Except as required by law or permitted pursuant to these Contest Official Rules, the Contest Entity will not share an Entrant's information with any third parties.

6. CONTEST JUDGING: Submissions will be judged by a panel of judges consisting of Audio Publishers Association members (**Judging Panel**) to select the ten (10) Finalists. All decisions of the Judging Panel are final on all aspects of the Contest.

7. FAN FAVORITE WINNER SELECTION: During the Fan Favorite Voting Period members of the general public will have the opportunity to vote on their favorite Finalists. Submissions will be judged solely on the subjective opinions of the persons who choose to participate in the selection process. The Finalist that receives the most views and thumbs-ups during the Fan Favorite Voting Period will be declared the Fan Favorite Prize Winner, subject to the return of any necessary prize release forms. The Submissions that receive the second and third highest views and thumbs ups during the Fan Favorite Voting Period will get the Second and Third Place Prizes, respectively. In the event of a tie, the Contest Entity will select the Fan Favorite Winner from among the tied Submissions using the above-referenced judging criteria.

8. PRIZES: Finalists: Each of the 10 Finalists will receive a complimentary 1-year subscription to Audible.com, courtesy of Audible.com. ARV is approximately \$180.

Third Place Winner: \$1,000 cash prize.

Second Place Winner: \$2,000 cash prize.

Fan Favorite Winner (1): The Fan Favorite Winner will receive a \$5,000 cash prize,

Total Contest ARV: \$9,800.

Prize winners cannot assign or transfer a prize to another person, except at discretion of Contest Entity. If a prize cannot be awarded due to circumstances beyond the control of Contest Entity, a substitute prize of equal or greater retail value will be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded, in Contest Entity' sole discretion. Other restrictions may apply. All prizes are awarded WITHOUT WARRANTY OF ANY KIND, express or implied, without limitation.

The winning Submissions, and any other Submissions selected by the Contest Entity, may be shown in on-air television broadcasts at the sole discretion of the Contest Entity.

10. POTENTIAL WINNER NOTIFICATION: Potential winners will be selected based on the aforementioned Judging Period or Fan Favorite Voting results (as applicable). The potential winners (**Potential Winners**) will be contacted via phone, email or overnight mail to confirm eligibility and compliance with the rules on or about June 25, 2011. Potential Winners must be able to receive telephone calls from an unlisted and/or blocked number. Messages may not be left. Potential Winners will be required to respond as directed by the Contest Entity to the notification. The failure to respond timely, to the notification may result in forfeiture of the prize and, in such case, Contest Entity may declare an alternate Potential Winner, based on the judging or voting results (as applicable). Potential Winners will be required to verify address and return an affidavit of eligibility and liability, copyright release, and, unless prohibited by law, a publicity release. All documents must be returned within the time period directed by the Contest Entity. Prizes will not be awarded until all such properly executed forms are returned.

11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each Entrant acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Contest Entity' use of any such similar or identical material. Each Entrant acknowledges and agrees that the Contest Entity do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

12. RIGHTS OF CONTEST ENTITY: Contest Entity shall have the right and sole discretion to edit, refuse to air or transmit or cease to air or transmit any Submission whatsoever which it finds to be in violation of the provisions hereof, does not fully comply with all of Contest Entity's requirements in connection with any and all legal clearance issues, or which it finds in its sole discretion to be otherwise objectionable for any reason. Contest Entity also reserve the right to replace the winning Submission with the Submission

of an alternate eligible Entrant in accordance with these Official Rules if such Submission and/or Entrant is withdrawn from or removed from the Contest for any reason, including without limitation, Entrants failure to have Finalist Documents executed as directed by the Contest Entity. The Contest Entity is not responsible for any materials provided by Entrants which are deemed harmful or offensive to others or for any harm incurred as a result of the Submission creation. The Contest Entity make no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in the Submission. All statements and opinions made by Entrants are those of such Entrants only, and the Contest Entity neither endorse nor shall be held responsible for the reliability or accuracy of same. Contest Entity is not responsible for the content or practices of third party Web sites that may be linked to the Website. The Website may also be linked to Web sites operated by companies affiliated with Contest Entity. Visitors to those sites should refer to each site's separate privacy policies and practices.

13. INDEMNITY: The Contest may also be promoted by a third party or parties (each a **Promotional Partner**, and collectively **Promotional Partners**). Entrant shall indemnify, defend and hold harmless the Contest Entity, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, contractors, agents and representatives (collectively, the **Released Parties**) from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys' fees, arising out of or in connection with any third party action arising out of or resulting from (i) Entrant's participation in the Contest, (ii) a breach or allegation which if true would constitute a breach of any of Entrant's representations, warranties or obligations herein, and/or (iii) acceptance, possession, use or misuse of any grant or prize, including without limitation, personal injury, death and property damage arising there from.

14. GENERAL TERMS AND CONDITIONS: By participating, each Entrant agrees that the Released Parties are not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Contest Entity that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any grant or prize, including without limitation, personal injury, death and property damage arising therefrom; and (vii) claims based on publicity rights, defamation or invasion of privacy. Contest Entity reserve the right, in their sole discretion, to adjust times and dates reflected in the Description Section of the Official Rules at any time and/or to suspend or cancel the Contest at any time for any reason, including, without limitation, if a computer virus, bug or other technical problem corrupts the administration, security, or proper conduct of the Contest, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Contest Entity. If the Contest is terminated before the designated end date, Contest Entity will (if possible) select the winners from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Contest Entity reserve the right, at their sole discretion, to prohibit any Entrant from participating in the Contest or to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices; to be acting in violation of the Official Rules; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or

harass any other person. Contest Entity may suspend or discontinue the Contest if, in their sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest. CONTEST ENTITY SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS CONTEST. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Entrants and the Contest Entity in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. In the event of a claim or dispute, Entrant's sole remedy shall be limited to their remedy at law for damages, if any, and Entrants shall not have the right to in any way enjoin or restrain the distribution, advertising, publicizing or other exploitation (in any form of media) of the Website, the Contest, and/or any intellectual property owned or licensed by the Contest Entity or their respective parent companies and affiliated entities.

16. WINNERS/OFFICIAL RULES: To obtain a copy of the Winners List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to GET CAUGHT LISTENING Video Contest, Audio Publishers Association, 191 Clarksville Road, Princeton Junction, NJ 08550. Vermont residents may omit return postage.
