Please read carefully. To enter this promotion you must agree to these rules which create a contract between you and JHUAA.

Johns Hopkins Alumni Association

OFFICIAL CONTEST RULES (the “Rules”)

This Contest is sponsored by The Johns Hopkins University Alumni Association, San Martin Center, Second Floor, 3400 N. Charles Street, Baltimore, MD 21218-2696 "JHUAA".

WHO MAY ENTER:

This contest is open only to members of Johns Hopkins community, 14 years or older at the time of entry, who have completed registration and agreed to the Rules prior to submission.

For purposes of this contest a “member of the Johns Hopkins community” shall include only matriculated students, employees, faculty, and alumni. Registration is complete once activated via email. If you are a minor (that is, under the age of majority in your jurisdiction of residence), you must obtain the permission of your parent or legal guardian before participating in The Contest. If a minor wins prize(s), prize(s) may be awarded to or in the name of minor’s parent/legal guardian, in the sole and absolute discretion of JHUAA.

DO NOT PARTICIPATE IN CONTEST IF YOU DO NOT AGREE TO THESE RULES.

By participating in the contest, each participant represents and warrants that he or she meets the eligibility requirements and acknowledges that failure to meet all eligibility requirements will disqualify participant from the contest.

SUBMISSION PERIOD: The Contest begins on or about 12:00 AM Eastern Time (“ET”) on September 10, 2010 and ends at 11:59 PM (“ET”) on October 31, 2010

HOW TO ENTER:

THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN.

To participate in this contest, you must go to alumni.jhu.edu/songcontest and register and follow the procedures for entry and submission of a video of no more than 3 minutes in length, which includes an original or adapted song composition, original lyrics, and a performance of same, relating to the theme of JOHNS HOPKINS: NINE SCHOOLS, ONE UNIVERSITY (a “Submission”).

All Entries must be received within the Submission Period. All participants must affirm their agreement to the Official Contest Rules prior to entering.

ONCE TRANSMITTED ALL SUBMISSIONS WILL BE HELD (OR DISPOSED OF) BY JHUAA AND MAY NOT BE REMOVED BY THE ENTRANT.

All Entries that are in excess of the stated limits, late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Contest Rules will be disqualified from
the Contest. JHUAA is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. All Submissions become the physical property of JHUAA and will not be returned.

CONTENT GUIDELINES

Submissions that do not meet the following “Content Guidelines” are subject to disqualification and/or removal, at JHUAA’s discretion:

- Submissions must highlight the theme -- Johns Hopkins: Nine Schools, One University.

- Submissions must use the name of all nine schools of the Johns Hopkins University.
  - Zanvyl Krieger School of Arts & Sciences
  - G.W.C. Whiting School of Engineering
  - Carey Business School
  - School of Education
  - School of Medicine
  - School of Nursing
  - Peabody Institute
  - Bloomberg School of Public Health
  - Paul H. Nitze School of Advanced International Studies

- By submitting a video, you represent that you own all rights in and to the music, lyrics, performance, and capture of the performance, including but not limited to any copyrights or rights in names and likenesses, or you have obtained all licenses or consents necessary to allow the video to be submitted and posted on the Internet.

- Submissions must include only materials created or legally used by the participant(s) and must not infringe on the intellectual property or other rights of any other person or entity. Submissions may not contain brand names, trademarks or company logos.

- Submissions must not include material that (a) is sexually explicit, indecent, obscene, unnecessarily violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory, designed to harass or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful and/or (e) is disparaging to any person or entity or is inconsistent with the positive images and/or goodwill of JHUAA or the Johns Hopkins University.
USE OF SUBMISSIONS:

Upon submission, JHUAA will have the right to use the Submissions, or parts thereof, in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose, without compensation to the submitter(s). Submitter(s) hereby irrevocably grant to JHUAA a perpetual, non-exclusive, sub-licensable, royalty-free, fully-paid license and right to use, distribute, make derivative works from and otherwise exploit the Submission, in any manner and in any medium now known or hereafter devised, throughout the universe. Submitter(s) hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized. Submitter(s) hereby consent to the use of their names and likeness in connection with the exercise of the above rights. Submitter(s) agree that JHUAA shall have sole discretion in determining the extent and manner of use of Submissions and is not obligated to use any Submission.

YOUR USE OF YOUR SUBMISSIONS:

Participants whose submissions are selected as First Round Winners or Grand Prize Winner may not post, distribute, or otherwise exploit the Submission, without the express written permission of JHUAA.

SELECTION OF WINNER:

A panel of judges ("Judges"), selected and assembled by JHUAA in its sole discretion, will review and judge all eligible Entries, based on overall artistic merit of the work, creativity, effectiveness, and impact. The Judges shall select three entries as Semi-Finalists. The Semi-Finalist videos will be posted on the website at alumni.jhu.edu/songcontest and the public at large will vote for its favorite video. The entry that receives the most votes, as verified and approved by JHUAA, will be named as the Grand Prize Winner. All winner(s) are subject to confirmation of eligibility and compliance with the Official Contest Rules.

JHUAA has complete discretion over interpretation of the Official Contest Rules, administration of the Contest, and selection of the Winners. Decisions of JHUAA are final.

APPROXIMATE WINNER NOTIFICATION DATE: Semi-Finalists will be notified on or about November 15, 2010. The Grand Prize Winner will be notified on or about December 5, 2010.

PRIZES:

The submitters of the Grand Prize Winner will be awarded an 8 GB ipod Touch with video capability. To claim a prize, the winner(s) must provide an accurate name, mailing address, telephone number, social security number, and email address. JHUAA will not replace any lost or stolen Prizes. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at JHUAA’s sole and absolute discretion. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied, (including without limitation, any implied warranty of merchantability or fitness for a particular purpose).

Participants acknowledge that the submissions chosen as Semi-Finalists and Grand Prize Winner will be publicly displayed, performed, broadcast, duplicated, manufactured, provided for sale, etc., and participants agree that no additional agreement or consent of the participant will be
necessary. The sole compensation to the Winner will be the Prize and no additional compensation will be due or paid as a result of the Entry being used as stated above.

Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive. Winner(s) may be required to sign tax documents, file a Form 1099 with the IRS and pay taxes on the value of the Prize.

**WINNER NOTIFICATION, ELIGIBILITY AND PRIZE CLAIMING:**

Each Winner will be notified within approximately two week(s) of the Contest judging. To the extent permitted under applicable law, Winners may be required to sign and return, an Affidavit of Eligibility, a Liability Release, a Publicity Release and other documentation that JHUAA may require ("Prize Acceptance Documents"). Parents or legal guardians of Winners under the age of majority in their state of residence (18 in most states, but 19 in Alabama and Nebraska, and 21 in Mississippi) may be required to also sign the Prize Acceptance Documents, in order for Winner to receive the Prize.

When a Winner is contacted, he/she will have a stated period of time within which to respond to the notification. If the participant fails to return the notification within the stated time period he/she will be disqualified, his/her prize will be forfeited, and an alternate potential Winner may be selected. If a participant changes his/her email address or other contact information after he/she registers, it is his/her sole responsibility to update his/her registration information. Failure to update such registration information may affect a potential Winner’s ability to receive a Prize. If a potential Winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Contest Rules, or if a Prize or Prize notification is returned as undeliverable, such potential Winner will be disqualified, and an alternate potential Winner may be selected at JHUAA’s sole discretion using the same criteria used to select the original Winner. JHUAA will have no liability for any Winner notification that is lost, damaged, intercepted or not timely received or returned by the potential Winner for any reason.

**PUBLICITY RELEASE:**

Subject to applicable law, participants whose submission is chosen as a First Round Winner or Grand Prize Winner irrevocably grant JHUAA the right to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes, in all forms of media (now and hereafter known), worldwide in perpetuity, without any obligation or consideration except for the awarding of the Prize to the Grand Prize Winner(s). Participants agree not to issue any publicity concerning the contest of JHUAA.

**REPRESENTATIONS AND WARRANTIES:**

Each participant represents and warrants that he or she has read, understands and will adhere to these Official Contest Rules. Participants further represent and warrant that Submissions and all elements therein: (1) are wholly original work of the participant; and (2) will not infringe or violate any personal rights (e.g., defamation, privacy, false light,
etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity. Each participant represents and warrants that he or she is a legal resident of the fifty (50) United States, or the District of Columbia, and is at the time of entry, of the age specified in the Schedule. Each participant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Contest Rules and no consent of any third parties is required to grant the rights hereunder. Participants agree to defend, indemnify and hold JHUAA, their parents and each of their respective successors, assigns and licensees, harmless from and against any third party claim relating to any breach of any representation, warranty or covenant made by such participant in connection with his or her participation in the contest.

RELEASES, WAIVERS AND DISCLAIMERS:

By entering the contest, participants agree to release, discharge and hold harmless JHUAA and each of their parents, subsidiaries, affiliates, agents representatives, retailers, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, the “Released Parties”), from any and all liability, claims, losses, injuries, demands, damages, actions, and/or causes of actions whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse or possession of Prizes (including, without limitation, liability for any property loss, damage, personal injury or death, violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property). Participants agree that the Released Parties shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by JHUAA; interruption or inability to access Contest Website or any online service via the Internet due to hardware or software compatibility problems; any damage to participant’s (or any third person’s) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each participant further agrees to indemnify and hold harmless Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Prize supplier that may be sent along with a Prize. Participants understand and agree that the Released Parties maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, Prize supplier or other person or entity furnishing services, products or accommodations (“Vendors”) as a part of the Prize, and will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Vendors or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product or accommodation that is owned, operated, furnished or otherwise used by any of those Vendors, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. The releases hereunder are intended to
GOVERNING LAW / LIMITATION OF LIABILITY:

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply. By participating, participants agree to be bound by the Official Contest Rules. The Contest will be construed and evaluated only according to United States law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of submitters or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws.

BY ENTERING THE CONTEST, PARTICIPANT AGREES THAT PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, MULTIPLE OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS ($250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES / ARBITRATION:

EACH PERSON WHO PARTICIPATES IN THE CONTEST IRREVOCABLY AGREES THAT ANY DISPUTE(S) WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR, WITH EXPERIENCE IN ADVERTISING OR PROMOTION AND ENTERTAINMENT LAW, UNDER THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). The arbitration will be held in Baltimore, Maryland. The parties will split the arbitrator’s fee and shall bear their own costs. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

MISCELLANEOUS:

The invalidity or unenforceability of any provision of these Official Contest Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Contest Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. JHUAA’s failure to enforce any term of these Official Contest Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Contest Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

LIST OF WINNERS:

A Winners’ list will also be posted on alumni.jhu.edu/songcontest for at least sixty (60) days after Winners are selected.