

THE GLITCH MOB

Summer Tour 2011 Merch Design Contest

OFFICIAL RULES

These Official Contest Rules govern your participation in the The Glitch Mob - Summer Tour 2011 Merch Design Contest (the "Contest"). Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Official Contest Rules.

1. Sponsors.

The Contest is sponsored by The Glitch Mob and Glass Air Recordings (collectively, the "Sponsors").

2. Who Is Eligible?

NO PURCHASE NECESSARY. You must be at least thirteen (13) years old to be eligible to enter the Contest. Employees, agents or officers of The Glitch Mob and Glass Air, their parent companies, subsidiaries and affiliates, or of any entity involved in the development, production, implementation and distribution of the Contest including, but not limited to, any advertising or promotion agency, supplier of prizes for the Contest, parent company, service provider, parent company, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest ("Sponsors Parties"), or any member of the immediate family of and/or person living in the same household as such persons, are ineligible to enter the Contest.

3. How To Enter.

(a) The Sponsors are offering you the chance to design a t-shirt graphic for The Glitch Mob. To enter the Contest, download the source art material here:

http://www.theglitchmob.com/images/TGM_Geometry.psd. By accepting this material you are agreeing to the contest rules. You may use this material to design your own t-shirt graphic (You Design") by adding to the material received, and any other material such as images you create yourself, material in the public domain, and/or other original elements you have express permission to use and assign in accordance with paragraph 4(b)(ii) of these Official Contest Rules. IF YOU USE CONTENT THAT YOU ARE NOT AUTHORIZED TO USE, YOU ARE NOT ENTITLED TO ENTER THIS COMPETITION AND YOUR ENTRY WILL AUTOMATICALLY BE DISQUALIFIED BY THE SPONSORS AND NOT CONSIDERED BY THE JUDGES.

(c) To enter your design in the contest, email your design to competitions@theglitchmob.com and include your name and city/state, between 9:00 a.m. PST on April 20th, 2011 and 11:59 a.m. PST on May 10, 2011 (the "Contest Period").

(d) For purposes of these Official Contest Rules, The Glitch Mob – *Summer Tour 2011 Merch Design Contest*, or portions thereof, shall be defined as "Contest Content", and the elements added by an entrant collectively shall be referred to herein as the entrant's "Submission Materials".

(e) Any person may only enter once. By entering, entrants agree to be bound by the decisions of the judges, Sponsors, Sponsors Parties and these Official Contest Rules and to comply with all federal, state, and local laws and regulations. Neither Sponsors nor those working for or on behalf of either of Sponsors, will be responsible for lost, late, misdirected, damaged, or postage due mail or e-mail, or for Internet, computer hardware and software, phone, and/or any other technical errors, malfunctions, and delays. Entries which are mutilated, incomplete, illegible, inaccurate, forged, irregular in any way, or otherwise not in compliance with these Official Contest Rules, are also void. In the event of a dispute concerning who submitted an e-mail entry, the entry will be deemed to have been submitted by the authorized holder of the e-mail account from which the entry is made. The “authorized account holder” is the natural person to whom an email address is assigned by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address. Such person will be considered the official entrant for a particular entry.

(f) The Submission Materials may not contain references which are obscene, crude or vulgar, gang identification, references to commercial products, license plate numbers, phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterizations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behavior or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Sponsors, in their sole discretion.

4. Our Right to Use Your Work and Information about You

(a) Submission Materials and Your Design become the property of The Glitch Mob and will not be acknowledged or returned.

(b) With the exception of any Contest Content:

(i) you represent and warrant that: (A) all contents of Submission Materials are wholly original, have been created entirely by you, have not been taken in whole or in part from any source other than yourself and do not incorporate or include anything that is owned by any third party or would require the consent of any third party; (B) you own and/or control 100% of all right, title and interest in and to the Submission Materials, as well as all elements contained therein; (C) the Submission Materials do not and shall not violate any law or the copyright, trademark, publicity right, privacy right, or any other right of any third party; (D) the Submission Materials, or any part thereof, have not been commercially released; and (E) you have the written consent, release and/or permission of each and every participant in the Submission Material to participate in the Submission Materials as contemplated by these Official Contest Rules; and

(ii) you agree that the Submission Materials and Your Design shall be a “work made for hire,” with all rights therein, including, without limitation, the exclusive copyright, being the property of The Glitch Mob and Glass Air Recordings. In the event the Submission Materials and/or Your Design are considered not to be a “work made for hire,” you irrevocably assign to Sponsor all right, title, and interest in the Submission Materials and Your Design included in your entry (including, without limitation, the copyright) in any and all media whether now known or hereafter devised, in perpetuity, anywhere in the world, with the right to make any and all uses thereof, including, without limitation, for purposes of advertising or trade.

(iii) The Entrant will not acquire a copyright interest in the Contest Content, The Glitch

Mob logo or any related materials by virtue of creating the Submission Materials.

(iv) The Entrant will not exploit or allow others to exploit the Submission Materials created by the Entrant without seeking the prior written approval of Glass Air and The Glitch Mob. Accordingly, if the Entrant wishes to use their Design outside the scope of this promotion, they should send full details to: competitions@theglitchmob.com.

(c) You hereby hold Sponsors and Sponsors Parties harmless from and against any third party claim arising from use of the Submission Materials. You waive any right to privacy. You waive any right to inspect or approve uses of the Submission Materials or to be compensated for any such uses. You hereby represent and warrant that you and any other person whose performance is identifiable in the Submission Materials are at least 13 years of age, and that you have read these Official Contest Rules and are fully familiar with its contents.

(d) By providing Submission Materials in connection with this Contest, you grant to Sponsors, their affiliated companies, and Sponsors Parties the right, except where prohibited by law, to use (i) entry information including your name and location (city and state), (ii) if provided by you with your Submission Materials, your picture or other visual images, your likeness, your biographical information, and (iii) the Submission Materials and Your Design, for advertising and promotional purposes in promoting or publicizing Your Design, Sponsors, Sponsors Parties and their products and services, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, location (city and state), biographical information offered, or entry. The rights granted under this paragraph shall extend to Sponsors and their affiliated companies with respect to all entrants in the Contest, including the entrant who is selected as the Winner and those entrants who are not selected as the Winner. Sponsors and Sponsors Parties are under no obligation to use the Submission Materials or Your Design for any purpose.

5. Judging; Prizes.

(a) Submitted Designs that are part of valid entries received during the Contest Period may be posted on the The Glitch Mob's website and on Facebook, where fans will be able to vote for their favorites using Facebook's 'Like' button until 11.59a.m. EST on May 26th, 2011.

(b) After voting closes, The Glitch Mob (or its representatives) will pick one (1) Winner (the "Winner") from among the entries on the basis of the number of 'Likes' it has received.

The one (1) Winner will:

Have their design featured on an official The Glitch Mob t-shirt.

Receive a one-off signed and framed lithograph of their Design.

Receive four (4) VIP tickets to a The Glitch Mob show of the Winner's choosing, excluding festival events and any other event not organized by the Sponsors.

Receive one copy of every item of merchandise currently available in The Glitch Mob's online store at the end of the Contest Period.

(c) The Winner will be notified by telephone or email, and the Winner (and such Winner's parent or legal guardian if a Winner is under 18) will be required to sign, have notarized and return an Affidavit of Eligibility and Publicity/Liability Release (and any other documents required by Sponsors), within five (5) calendar days of notification. Each individual appearing in the winning Submission Material (or such individual's parent or legal guardian, if such individual is under 18) shall be required to sign a Publicity/Liability Release within five (5) calendar days after notification. The Winner will also be required to send a copy of his/her passport, driver's license or birth certificate as proof of age and residency. If a Winner cannot be contacted within five (5) calendar days of first notification attempt, if the prize notification is returned as undeliverable, if a Winner rejects the prize, in the event of noncompliance with these Rules, or if the Affidavit of Eligibility and Publicity/Liability Release is not executed by the Winner, the prize will be forfeited and an alternative Winner may be selected. Upon prize forfeiture, no compensation will be given. The Affidavit of Eligibility and Publicity/Liability Release must be complete and must include the Winner's social security or resident alien identification number. The information in Winner's Affidavit of Eligibility must be correct and must be identical to the information provided in Winner's entry or the Winner will be disqualified.

NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT YOUR DESIGN WILL BE USED BY SPONSORS, SPONSORS PARTIES OR OTHERWISE.

(d) Other conditions and restrictions apply. Prizes are non-transferable. Prize does not include any additional expenses, including, but not limited to incidentals, meals, telephone charges, travel insurance, souvenirs, transportation, federal, state and local sales or other taxes and surcharges which are the responsibility of the Winner. No substitutions or cash redemptions.

(e) The approximate retail value of the prizes is Five Hundred dollars (\$500.00). That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the stated approximate retail value, the difference will not be awarded in cash.

(f) By accepting the prizes, the Winner and each of the Runners Up releases and discharges Sponsors, Sponsors Parties, their respective affiliated companies and the respective parents, subsidiaries, affiliates, advertising and promotion agencies of each, and all their respective employees, officers, directors, representatives and agents from any liability or damage due in whole or in part to the award, acceptance, possession, use or misuse of any prize or from participation in this Contest. Sponsors reserve the right to substitute a comparable prize of like or greater value for any prize, or to pay Winner a cash equivalent (the value of which shall be determined by Sponsors in their sole discretion), for any reason.

(g) If, for reasons beyond the control of Sponsors or Sponsors Parties (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, Sponsors, at their sole discretion, reserve the right to cancel or modify the Contest, without liability. If a sufficient number of eligible entries (as determined by Sponsors in their sole discretion) are not received by the end of the Contest period, Sponsors reserve the right not to award any or all prizes. All taxes levied on any prize awarded in the Contest (including, but not limited to, income taxes) are the sole responsibility of Winner. All entrants agree to comply fully with each provision in

these Official Contest Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Contest Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

6. Issues of Law.

All federal, state and local laws and regulations are applicable. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF CALIFORNIA SHALL EXCLUSIVELY GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. The Contest is void where restricted or prohibited by law.

7. Your Release of Sponsors from Any and All Liability.

Entrants agree that Sponsors and Sponsors Parties shall not be liable for losses or injuries of any kind resulting from: (i) acceptance/possession and/or use/misuse of prize(s), (ii) participation in the Contest, (iii) individual, joint or collective technical malfunctions of the telephone network and/or transmission line, computer on-line system, computer dating mechanism, computer equipment, hardware and/or software, or (iv) any delay or distortion of an entry resulting from data transmissions that are garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, mechanically duplicated, illegible or otherwise not in compliance with these Official Contest Rules. Entrants also agree that Sponsors and Sponsors Parties are not responsible or liable for any injury or damage to an entrant's or third person's computer related to or resulting from the Contest and/or its prizes. Sponsors and Sponsors Parties are not liable for damage to a user's computer system (including, without limitation, any server failure or lost, delayed or corrupted data or other malfunction) due, either directly or indirectly, to an entrant's participation in the Contest or downloading of information in connection with the Contest. Sponsors reserve the right to modify or cancel the Contest in the event that any portion of any website used to administer any aspect of the Contest becomes technically corrupted.

8. How to Get More Information.

For updates please visit <http://www.theglitchmob.com/> or email The Glitch Mob at competitions@theglitchmob.com through May 26, 2011.

Copies of these Official Contest Rules and a list of the Winner and Runners Up may be obtained by sending an e-mail to competitions@theglitchmob.com.

Requests for Official Contest Rules must be received by May 10, 2011. All times and dates in these Official Contest Rules are Pacific Standard Time.

SPONSORS: The Sponsors of this Contest are The Glitch Mob and Glass Air Recordings. Questions regarding the Contest can be directed by email to: competitions@theglitchmob.com