

**"WHAT DO YOU SOUND LIKE SINGING GAVIN DEGRAW?"
CONTEST OFFICIAL RULES**

1. Eligibility.

NO PURCHASE NECESSARY. Only legal U.S. residents at least 13 years of age who reside in and who are physically located in the U.S. (excluding its territories and possessions) are eligible to enter the "WHAT DO YOU SOUND LIKE SINGING GAVIN DEGRAW?" Contest (the "Contest"). Contestants aged 13-21 may be required to have their parent or legal guardian's permission to enter as described below. Employees, agents or officers of SONY BMG MUSIC ENTERTAINMENT ("SBME") or of any entity involved in the development, production, implementation and distribution of the Contest, including any advertising or promotion agency, supplier of prizes for the Contest, parent company, service provider, subsidiary or affiliate of any such entity or any other entity directly associated with the Contest 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.

2. Entries.

(a) The Contest begins at 12:00 a.m. on June 9, 2008 and ends at 11:59 p.m. on July 7, 2008. To enter the Contest, either (i) call (917) 472-9043 and follow the prompts to record a performance of Gavin DeGraw's song "In Love With a Girl" (the "Song"), or (ii) visit www.gavindegraw.com/singingcontest and follow the directions to upload your performance of the Song through YouTube. If you enter the Contest via YouTube, entrant is required to register with YouTube. One or more people may perform the Song, however, the entrant must be one of those people.

(b) For purposes of these Official Rules, the Song lyrics and music shall be defined as "SBME Content" and the entrant's original elements collectively shall be referred to herein as the "Submission Materials". The public will have the opportunity to listen to the recordings that are submitted to YouTube.

(c) Entrant may enter the Contest more than once, however each entrant may win only one prize. Each entry must, have at least one (1) valid email account in order to qualify. By entering, entrants agree to be bound by the decisions of the judges and these Official Rules and to comply with all federal, state, and local laws and regulations. SBME and those working for SBME or on behalf of SBME, will not 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 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.

(d) Submission Materials may not contain references which are obscene, crude, vulgar or which contain 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 SBME, in its sole discretion.

3. Our Right to Use Your Work and Information About You.

(a) Submission Materials become the property of SBME and will not be acknowledged or returned.

(b) With the exception of any SBME Content:

(i) you represent and warrant that: (A) all contents of Submission Materials are wholly original, have been created entirely by entrant, have not been taken in whole or in part from any source other than entrant 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 Rules; and

(ii) you agree that the Submission Materials shall be a "work made for hire," with all rights therein, including, without limitation, the exclusive copyright, being the property of SBME. In the event the Submission Materials are considered not to be a "work made for hire," you irrevocably assign to SBME all right, title, and interest 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.

(c) You hereby hold SBME 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 are at least 13 years of age and that you have read these Official Rules and are fully familiar with its contents.

(d) By providing Submission Materials in connection with this Contest, you grant to SBME and its affiliated companies the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), e-mail address, voice, biographical

information, Submission Materials, entry form information and written and oral statements, for advertising and promotional purposes in promoting or publicizing the Submission Materials, SBME and its 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, address (city and state), e-mail address, biographical information, or entry. The rights granted under this paragraph shall extend to SBME and its 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. SBME is under no obligation to use the Submission Materials for any purpose.

(e) BY ENTERING THIS CONTEST, YOU REPRESENT AND WARRANT THAT: EACH PERSON PARTICIPATING IN THE RECORDING AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THESE OFFICIAL RULES; AND (II) EACH PERSON PARTICIPATING IN THE RECORDING IS AWARE OF AND CONSENTS TO THE DISPLAY OF THE SUBMISSION MATERIALS ON YOUTUBE AS DESCRIBED HEREIN.

4. Selection of Winner / Prizes.

(a) All entries will be judged by SBME and Gavin DeGraw who will judge the entries on the basis of the following criteria: originality (25%), creativity (25%), concept (25%), and presentation (25%). The entrant who submitted a recording via telephone and had the highest overall score compared to other entries submitted via telephone will be a grand prize winner, with the following three (3) highest scoring entries being the finalists for that entry method. The entrant who submitted a recording via YouTube and had the highest overall score compared to other entries submitted via YouTube will be a grand prize winner, with the following three (3) highest scoring entries being the finalists for that entry method. There will be a total of two (2) grand prize winners and six (6) finalists (each, a “Winner” and collectively, the “Winners”). The decision of the judges shall be final and binding in all regards.

(b) The Winners will be notified by telephone or email, and each Winner (and parent or legal guardian if Winner is under 21) will be required to sign, have notarized and return an Affidavit of Eligibility and Publicity/Liability Release (and any other documents required by SBME), within five (5) calendar days of notification. Winners will also be required to send a copy of his/her passport, drivers 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 all members of the a cappella group, the prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. 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.

(c) Prizes:

Each Grand Prize Winner will receive:

- One (1) Apple iPod MP3 player autographed by Gavin DeGraw and pre-loaded with a Gavin DeGraw album; and
- His/her recording streamed from the Gavin DeGraw Web site as well as from the Gavin DeGraw MySpace Web site.

Each Finalist will receive:

- His/her recording streamed from the Gavin DeGraw Web site as well as from the Gavin DeGraw MySpace Web site.

NOTE: BY WINNING THIS CONTEST THERE IS NO GUARANTEE THAT THE SUBMISSION MATERIALS WILL BE USED BY SBME OR OTHERWISE.

Other conditions and restrictions apply. Prizes are non-transferable. No substitutions or cash redemptions.

Estimated combined retail value of prizes is Four Hundred Fifty Dollars (\$450) which represents SBME's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prizes turns out to be less than the amount stated, the difference will not be awarded in cash or otherwise.

(c) By accepting the prizes, each Winner releases and discharges SBME, its affiliated companies and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, 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. SBME reserves 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 SBME in its sole discretion), for any reason.

(d) If, for reasons beyond SBME's control (including, but not limited to, tampering or computer virus infection), the Contest is not capable of running as originally planned, SBME, at its sole discretion, reserves the right to cancel or modify the Contest, without liability. All taxes (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 Rules. Any person attempting to defraud or in any way tamper with this Contest and any person who does not comply with these Official Rules, will be ineligible for any prize and may be prosecuted to the full extent of the law.

5. Issues of Law.

All federal, state and local laws and regulations are applicable. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK 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.

6. Your Release of SBME From Any and All Liability.

Entrants agree that SBME 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 Rules. Entrants also agree that SBME is 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. SBME is 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. SBME reserves 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.

7. How to Get More Information

(a) To obtain the identity of the Winners, send a self-addressed, stamped envelope to: "What Do You Sound Like Singing Gavin DeGraw Contest" J Records, 550 Madison Avenue, New York, NY 10022 by October 31, 2008.

The sponsor of this Contest is SONY BMG MUSIC ENTERTAINMENT, 550 Madison Ave, New York, NY 10022. Questions regarding the Contest can be directed by mail to "What Do You Sound Like Singing Gavin DeGraw Contest" J Records, 550 Madison Avenue, New York, NY 10022.

(b) Copies of these Official Rules may be obtained by sending a self-addressed, stamped envelope to "What Do You Sound Like Singing Gavin DeGraw Contest" Official Rules, J Records, 550 Madison Avenue, New York, NY 10022. (WA and VT residents may omit return postage.) Requests for Official Rules must be received by July 31, 2008. All times and dates in these Official Rules are Eastern Standard Time.