

**Design Brian Setzer's New Album Cover Contest
Official Contest Submission Rules**

This Official Contest Rules (the "Rules") set forth the rules and regulations of Surfdog Records' Brian Setzer Orchestra "Songs From Lonely Avenue" Album Cover Design Contest (the "Contest"). By entering the Contest, you agree to be bound by these Rules. If you do not agree with the Rules, please do not enter the Contest.

1. **ELIGIBILITY; HOW TO ENTER.** No purchase necessary. To be eligible to participate, you must successfully submit your entry to lonelyavenue@surfdog.com. Surfdog Records ("Company") shall have no liability or responsibility for any technical malfunction or failure of any Internet or network connection, regardless of cause, which prevents or materially adversely affects the participant's ability to submit an entry in a timely matter at all. There is no limit on the total entries that can be submitted per person. Each submission shall contain your first and last name, date of birth and a valid e-mail address. Entries must not include any images that are unlawful, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable, or infringe on the rights of any third party.

2. **ENTRY PERIOD:** The Contest begins at 12:01 A.M. Eastern Time on June 30, 2009 and ends at 11:59 P.M. Eastern Time on July 10, 2009 (the "Entry Period"). All entries must be received prior to the close of the Contest Entry Period. Any entries submitted after the deadline will be disqualified.

3. **WINNER SELECTION AND NOTIFICATION:** All eligible entries will be reviewed by Company. Company shall have the sole discretion to select the winner, and the decision shall be final and binding on all parties. It is also within Company's rights to not select any winner for the "Contest." If there is a winner, the winner will be selected based on such criteria as Company determines to be appropriate, including but not limited to: (a) adherence to the submission guidelines; (b) uniqueness and originality of design, (c) creativity of design and (d) completeness and appropriateness of design.

The winner will be notified by e-mail on or about July 12, 2009. Prizes will be awarded within approximately 45 days of notification. If selected as the winner, you may also be required to provide proof of age.

4. **PRIZES:** If a winner chosen, The Contest winner will win a Gretsch Brian Setzer Model Hot Rod Guitar autographed by Brian Setzer.

The odds of winning the prize will vary depending on the number of participants. In the event any entry is deemed ineligible, Company may award the prize to an alternative entry as it deems suitable. The winner may be required to pay customs, duty charges and/or taxes.

5. **ENTRIES PROPERTY OF SPONSOR:** As a condition of accepting the prize and being announced as a winner, you agree to grant Company a perpetual, irrevocable, royalty-free, transferable, non-exclusive, worldwide right and license to use, copy, modify, reproduce, market, sell, display, distribute, sell or otherwise exploit the image submitted as an entry in the Contest (the "Material") for any purposes whatsoever, including without limitation, modifying the Material, copying the Material, improving the Material, making derivative works thereto, reproducing the Material and distributing the Material in any manner whatsoever throughout the universe in perpetuity.

6. **CONDITIONS OF PARTICIPATION.** This contest is void where prohibited. This Contest is governed by the laws of the State of California, exclusive of its provisions on conflicts of law. In respect of any dispute relating to the Contest and/or rules, you agree to accept jurisdiction and venue in the Courts of the County of Los Angeles. Acceptance of a prize constitutes permission for Company to use the winner's name, likeness, picture and Entry without additional compensation unless and where prohibited by law. By entering this Contest, you agree to hereby release and hold harmless Company from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this Contest, use or license of your Entry, or any prize. All entrants must be 18 years old or older to enter.

All entries submitted must be original, must not have been previously published, released or distributed and must have been created and owned exclusively by the entrant submitting the creation. By submitting your Entry in the Contest, you represent and warrant that you have obtained any and all consents, approvals or licenses required for you to submit your Entry and comply with all of these Rules, including obtaining any written consents of third parties, if applicable. You waive any and all claims of infringement (including without limitation copyright, trademark, patent, trade name, trade secret, etc.) against Company, their affiliates, partners, clients, or their licensees based upon access to or use of your Entry.

Company disclaims any and all liability for any infringement of any third party rights in any submission caused by any entrant.

7. **FORCE MAJEURE:** In the event that Company is prevented from continuing the Contest, Company will have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without further obligation or liability to you.

By signing below, I acknowledge that I am over 18 years old, and have read and understand the rules of the Contest.

Signature (required)

Print Name (required)

Address (required)

City, State, Postal Code, Country (required)

Email Address (required)

Phone Number (optional)