

\$10,000 Classic Rock Band Battle Contest Rules

Who Can Enter:

1. Entrants (the persons filling out the entry form) and all band members must be 21 years of age or older. All Entrants must submit proof of age eligibility (photocopy or scan of a current driver's license or other state or federally issued identification). Bands must consist of a minimum of 3 members and cannot exceed 6 members with at least 2 members with instruments.
2. Employees of the French Lick Resorts Casino or Cook, Inc and the Indiana Gaming Commission employees and immediate family members or any affiliates of the companies listed above are ineligible to participate as an entrant or band member.

How To Enter:

1. No purchase is necessary to enter or win. One entry per band and no one can perform in more than one band. The entry portion of the Battle begins on July 1, 2009 and all entry applications must be received via mail (French Lick Resorts, \$10K Classic Rock Band Battle, 8670 State Road 56, French Lick, Indiana 47432), e-mail (hfischer@frenchlick.com or amccormick@frenchlick.com) or fax (812-936-5589) no later than 11:59pm on August 7th, 2009. CD's, DVD's or You Tube demos must also be received no later than 11:59pm on August 7th, 2009. CD's, Photos and DVD's will not be returned. The 16 bands chosen to compete live at the French Lick Resort will be notified by e-mail or phone no later than 11:59pm on August 10th, 2009. All Bands must be available to perform at the French Lick Resort and Casino on August 14th, 15th, 21st, 22nd, 28th, 29th, and September 12th and 19th. Not all Bands who apply for the battle will be required to perform on all dates, but must be available if chosen. All decisions made by the French Lick Resort regarding selection are final.

2. To enter each band must complete an application. The application is available on-line at www.frenchlick.com/10Kclassicrockbandbattle, and submit a CD and Picture of the Band or a DVD of the band performing, or they may upload a band performance to French Lick Resorts Classic Rock Band group page on YouTube:

<http://www.youtube.com/group/FLRClassicRockBands>. Applications and CD/Photo or DVD must be mailed or delivered to the following address: French Lick Resort, \$10K Classic Rock Band Battle, 8670 West State Road 56, French Lick, Indiana, 47432.

If submitting a CD or DVD, please clearly put the name of the Band, entrant name and telephone number on the front. Any Band that does not enter all required material will not be considered. Any Band that competes in the live performances may be required to sign additional documentation prior to performing. Entries received will not be confirmed. All submitted material will not be returned.

3. French Lick Resort is not responsible for error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or technical, network, telephone equipment, electronic, computer, hardware, or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry, winner(s) or other contest information by Sponsor or entrants for any reason whatsoever. Sponsor is also not responsible for any injury or damage to any entrant's or any other person's

computer related to or resulting from playing or downloading any materials in the Contest or for entries that are late, misdirected or incomplete. All entries become the property of the Sponsor and will not be returned. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE CONTEST IS A VIOLATION OF THE CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right to cancel the contest if it becomes technically corrupted.

Selection Process:

All eligible battle submissions will be reviewed by the French Lick Resorts known as the "Sponsor". The sponsor will select 16 bands based on technical proficiency, vocals and music ability.

Round 1:

The 16 bands chosen (Round 1) will perform live at the French Lick Casino Stage on a scheduled date selected by the sponsor (Dates include August 14, 15, 21 & 22, 2009). Four bands will perform each evening for 30 minutes each. Two Bands will be chosen (by audience verbal vote and a panel of judges selected by the sponsor) each evening, to advance to and perform in Round 2. The Judges' decision is final.

Round 2:

A total of 8 bands will be chosen to compete in Round 2 during the battle. The Round 2 bands will perform on August 28 or 29 (30 minutes each) on the French Lick Casino Stage. Two bands will be chosen (by audience verbal vote and a panel of judges selected by the sponsor) each evening, to advance to and perform in Round 3. The Judges' decision is final.

Round 3 (Semi-Finals):

A total of 4 bands will be chosen to compete in Round 3 (Semi-Finals) during the battle. The Round 3 bands will perform on September 12, 2009 (30 minutes each) on the French Lick Casino Stage. Two bands will be chosen (by audience verbal vote and a panel of judges selected by the sponsor), to advance and perform in Round 4 (the Finals). The Judges' decision is final.

Round 4 (Finals):

A total of 2 bands will be chosen during Round 3/Semi-Finals to perform for the Finals on September 19, 2009 at the stage of the French Lick Resort's Windsor Ballroom. Each band will be allowed to perform for 1 hour (60 minutes). A panel of Judges (selected by the sponsor) will determine and announce the winning band that night after the final band's performance. The Judges' decision is final.

The Prizes:

The first place band will receive cash (check) in the amount of \$7,500 and a contract to perform one time at the French Lick Resort during 2009/10, with the performance date to be chosen by Sponsor.

The second place band will receive cash (check) in the amount of \$2,500 and a contract to per

perform one time at the French Lick Resort during the 2009/2010, with performance date to be chosen by Sponsor.

Except where prohibited by law, entry constitutes permission to use all contestants' names, hometowns, likenesses and photographs for online posting, and/or advertising and publicity without additional compensation.

The entrants agree to act as the winning bands representative and must agree to be responsible for all local, county, state and federal taxes on prizes based on the cash prize set forth in these rules.

Miscellaneous:

This contest is subject to all applicable laws and regulations and is void where prohibited or restricted by law, including without limitation, in jurisdictions requiring registration, filing, trust account, or posting of a bond, or any other requirements or disclosures that are not expressly satisfied by these rules. Sponsor is not responsible for typographical or other errors in the printing, offering, or administration of this contest, or in the announcement of the winners or the prizes.

Entrants hereby agree to release and hold harmless Sponsor from any removal of an entry for violation of Sponsor's standards and practices, or for any other reason.

By entering, entrants represent that they are eligible, and that their entry materials are original, and agree (a) to be bound by these rules and the decisions of the judges, (b) to release Sponsor, its parent, subsidiaries, affiliates, directors, officers, employees, and agents from any and all liability for any injuries, losses, or damages of any kind caused by any prize or resulting from acceptance, possession, use, or misuse of any prize.

The Sponsor and /or any of their agents, sponsors or heirs are not responsible for loss of belongings, damage to properties or liable for any injury incurred during the battle. Entrant agrees and holds harmless any of the above persons/entities in the event of injury or loss/damage of possessions.

By entering, each band agrees that the band members that begin the contest must be the band members that participate from round to round. The only exception to this rule will be for one band member per round. If one band member becomes ill or has an emergency and cannot participate, they will be allowed to have a proxy stand in for them.