

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN IN THE TACO BELL FEED THE BEAT CONTEST (“CONTEST”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST IS INTENDED FOR PARTICIPATION, VIEWING AND PLAY FOR ARTISTS/BANDS PERFORMING IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA IN 2016 AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS CONTEST IF YOU ARE NOT PERFORMING IN THE 50 UNITED STATES OR DISTRICT OF COLUMBIA IN 2016.**

**Submitting an Entry constitutes your acceptance of these Official Rules.** Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify any person it believes has violated these Official Rules or does not meet eligibility requirements.

**CONTEST DATES:** Contest begins August 17th, 2016 at 12:01 p.m. Pacific Time (“PT”) and ends September 9th at 11:59:59 p.m. PT (“Contest Period”). Participants must submit their entries during the Contest Period and no later than September 9th at 11:59:59 p.m. PT to be eligible. All entries become the property of Sponsor and will not be returned or acknowledged.

**WHO MAY ENTER:** Open to artists/bands performing in the United States of America in 2016 whose members are age 13 and older. If an artist or any member of a band is not of legal age of majority in his or her state, he or she must have permission from a parent or legal guardian to enter. Employees (and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same households, whether or not related) of Taco Bell Corp. (“Sponsor”), and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies or entities involved in the administration or judging of this Contest (collectively, “Contest Parties”) are not eligible to enter or win. To be eligible artist or any member of a band cannot have previously been charged with or convicted of a felony or misdemeanor, or be delinquent on a government ordered payment, including but not limited to: child support, spousal support, alimony, tax payments, etc. Contest subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**HOW TO ENTER:** There is no fee to enter the Contest. To enter, log on to [www.feedthebeat.com](http://www.feedthebeat.com) and complete the entry with your artist/band name, the names of all band members, and the primary contact’s address, phone number, email address, as well as links to music you wish to have judged, and which recording must comply with the terms of these Official Rules, (“Entry” or “Entries”). Sponsor is not responsible for inoperable, missing, or damaged links. Limit one (1) Entry per artist/band, for the entire Contest. Multiple Entries received from any one artist/band after the first Entry received from such band, person or email address will be void. In the event of a dispute regarding the number of Entries received from an artist/band, the decision of Sponsor shall control and be binding.

Music must be the original work of the participant(s), must not have been copied from any other source, must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other

intellectual property or other rights of any person or entity, and must comply with the guidelines listed below and otherwise comply with these Official Rules. By submitting an Entry, you warrant and represent that it is your voice and likeness, and not the likeness of any other person, and hereby grant to Sponsor and its designees the right to use your name, photograph and other likeness, and other rights personal to you in connection with Contest, and for advertising, publicity and promotional purposes for Sponsor throughout the universe in perpetuity in any and all media, including social media now or hereafter known, without your approval or further notice or compensation to you. By submitting an Entry, you further grant Sponsor the right to post and/or imbed the link to your Entry on Sponsor's websites and in Sponsors emails.

Entry, and all content therein ("Content") must comply with the following content guidelines to be eligible:

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Content cannot be obscene or offensive, endorse any form of hate or hate group;
- Content cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
- Content cannot contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Content cannot contain copyrighted materials owned by others or the names or other indicia identifying any third person, whether living or dead for inclusion in the Entry and for assignment, use and distribution pursuant to the Official Rules for the Contest;
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Content cannot depict, and cannot itself, be in violation of any law.

Sponsor reserves the right to disqualify any Entry for any or no reason, in its sole and absolute discretion.

By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you.

**JUDGING:** Sponsor shall screen each Entry to confirm compliance with Content guidelines and other Contest requirements as set forth in the Contest Rules and shall not consider any non-qualifying Entries. All eligible Entries received during the Contest Period shall be judged by a panel of qualified judges based on the following equally weighted criteria: (1) performance and musicianship, including band and soloist performance, overall blend of vocal and instrumental performances, and lead and harmony performances by vocalists; (2) originality and material selection, including taste, difficulty and authenticity, and (3) overall appeal and personality. The 100 bands receiving the highest scores shall be deemed the Potential Winning Bands, subject to verification. In the event of a tie, tie breaker will be based upon the highest score in the first judging criteria, continuing thereafter to each judging criteria in order, as needed, to break the tie. Judges' and Sponsor's decisions are final and binding on all matters.

**WINNER NOTIFICATION:** Potential winners will be notified by mail, telephone and/or email based on the information provided by participants in the registration forms and will be required to execute and return an Affidavit/Release as well as any other documents, including licenses, which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of attempted notification. Potential Winning Bands will be notified on or about October 3rd. Sponsor reserves the rights to conduct a background check on any potential winner to confirm eligibility, and by entering, you agree to such background check without further notice from Sponsor. Sponsor may disqualify or eliminate any potential winner from further consideration based on his or her ineligibility as outlined herein. In the event it is determined that any potential winner has not complied with these Official Rules, or has failed to execute and return any required documents within the specified time period, has made false statements or a prize notification is returned as undeliverable, is ineligible as outlined herein, or Sponsor is otherwise unable to contact a potential winner within a reasonable time period, then such potential winner will be disqualified. Should winner make any false statement(s) in any document required by Sponsor, winner will be disqualified and required to promptly return to Sponsor his/her prize. If any potential winner is disqualified for any reason, at Sponsor's discretion, the participant who submitted the Entry with the next highest score may be declared the alternate winner.

**PRIZES (100):** Each Winning Band will receive \$500 in \$5 or \$10 Taco Bell gift cards redeemable only at participating Taco Bell restaurants. Gift cards are subject to restrictions, terms and conditions as stated thereon. No prize substitution permitted by winner, however, Sponsor reserves the right to substitute prize with another of comparable value, at its sole discretion. Prizes are nontransferable and may not be redeemed for cash. All federal, state and local taxes as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of winner. A winner is not a recipient of a prize until he/she has been verified as a winner by the Sponsor or judges. Upon fulfilling prize, Sponsor will be deemed to have awarded the prize to the winner and winner assumes full responsibility for his or her prize.

**GENERAL CONDITIONS:** Acceptance of prize constitutes permission (except where prohibited by law) to use each winner's name, video, hometown, likeness, voice, prize won, and photograph (all at Sponsor's discretion) for advertising, publicity and promotion in any and all

media and social media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. Contest Parties and their respective officers, directors, agents, representatives and employees (collectively, “Released Parties”) are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries; all of which will be void. Released Parties are also not responsible for problems uploading or downloading any Contest-related information or materials from the Website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the Website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an participant’s ability to participate in this Contest. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of prizes or in any Contest-related materials. Mass Entries or Entries generated by a script, macro or use of automated devices will be disqualified. Sponsor reserves the right to modify, suspend or terminate the Contest in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Contest in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Contest and, if terminated, at Sponsor’s discretion, determine the winners using all non-suspect, eligible Entries received up to time of cancellation using the judging procedure outlined above. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Entry will be deemed to be the participant and must comply with these Official Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the Entry process or the operation of this Contest or Website, intending to annoy, abuse, threaten or harass any other participant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules and void all associated Entries. CAUTION: Any attempt by a participant to deliberately damage any website or undermine the legitimate operations of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such participant to the fullest extent permitted by law and to disqualify such participant from the Contest.

By submitting an Entry, participant acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by the Sponsor, and participant hereby waives any and all claims participant may have had, may have, and/or may have in the future, that any composition, and/or other works created, accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Entry. Participant acknowledges and agrees that the Sponsor does not have

now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to participant's Entry.

**MISCELLANEOUS CONDITIONS:** By entering the Contest, participants agree to (i) be bound by the decisions of Sponsor and judges, which are final and binding in all matters relating to the Contest, and (ii) release and hold harmless the Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, any editing or alteration of the Entry, or for any distortion, illusionary or other effect resulting from the publication or other use of the Entry, or acceptance or use of any prize, the substitution of any prize in accordance with these Official Rules, the administration of the Contest, the operation of the Website or Released Parties' use of any of the rights granted herein. Released Parties assume no responsibility for the conduct of any participant or the responses of anyone appearing in any Entry.

**Arbitration and Choice of Law:** Except where prohibited by law, as a condition of participating in this Contest, participant agrees that (1) any and all disputes and causes of action asserted by participants against Sponsor arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to choice of law rules.

**Winners List:** If you would like a copy of the winners' names (available after October 5th, 2016) please send a self-addressed stamped envelope by December 31st, 2016 to: Taco Bell Feed the Beat Contest Winners, c/o Taco Bell, 1 Glen Bell Way, MD 423, Irvine, CA 92618.

**SPONSOR:** Taco Bell Corp., 1 Glen Bell Way, MD 423, Irvine, CA 92618.